

**CITY OF NORTH KANSAS CITY, MISSOURI
REGULAR COUNCIL MEETING AND MOTION
TO CLOSE PART OF THE MEETING**

February 16, 2021

7:00 p.m.

As a precautionary measure during the Covid-19 Pandemic, this meeting will be held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

- 1. Call to order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda**
- 5. Comments from the Public**
(Please limit comments to five minutes)

Consent Agenda

All matters listed within the Consent Agenda have been distributed to each member of the City Council for reading and study, are considered to be routine, and will be enacted by one motion of the council with no separate discussion. If separate discussion is desired on any item by any member of the City Council or by any member of the audience who has spoken during *Comments From the Public*, that item will be removed from the Consent Agenda and placed on the Regular Agenda.

- 6. Approval of the minutes of the Regular Council Meeting of February 2, 2021**

- 7. Appointment of James Daniel Trotter to Equity and Inclusion Committee**

Councilmember Smith has nominated James Daniel Trotter to serve on the Equity and Inclusion Committee.

- 8. Short-term Conditional Use Permit**

ProPrint Digital is requesting a short-term conditional use permit to close 20th Street in order to allow for the moving of heavy equipment in and out of its building located at 1916 Clay Street.

Regular Items

9. North Kansas City Hospital Covid-19 Report

North Kansas City Hospital has provided a report on the current Hospital situation and response to Covid-19.

10. Exltube Chapter 100 Bond Issuance Request – Resolution of Intent (Resolution No. 21-010)

The City has received an application from SPS Companies, Inc. and its subsidiary Steel Ventures, LLC, which does business as Exltube in North Kansas City (“the applicant”), for an economic development incentive authorized by Chapter 100 of Missouri Statutes (“Chapter 100”). The company is starting a new business and is seeking a Chapter 100 incentive to construct a new standalone facility at 101 W. 10th Avenue to produce a higher grade of specialty pipe than what it currently produces in its existing Exltube plant. In order to facilitate the development, the company is seeking an incentive under Chapter 100. Specifically, the applicant seeks real estate tax abatement of 50% for 10 years, and sales tax exemption on the construction materials to be used. Before the Council is a resolution expressing the intent of the City to grant the incentive. In its memo, staff analyzes the request and recommends in favor of passage of the resolution of intent.

11. Renewal of Service Contract with Kansas City Area Transit Authority – Fixed Route and Flex Service {Bill No. 7576 (Ordinance No. 9373)}

Before Council is a 6-month renewal of the contract between the Kansas City Area Transit Authority (KCATA) and the City for bus service (fixed-route through the city and MetroFlex service [point-to-point]) within North Kansas City.) In its memo, staff outlines the terms of the proposed six-month renewal. As noted, due to the effect of the covid-19 pandemic, this period’s renewal is substantially lower than past renewals. Staff recommends approval of the service contract for the period January 1 – June 30, 2021.

12. Parking Development Agreement and Reciprocal Easements Agreement with StorSafe IV, LLC {Bill No. 7578 (Ordinance No. 9375)}

The City and 18th & Swift LLC (the “Developer”) have been working to implement a revised parking agreement that will swap the City’s 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the Storsafe building between Swift and Clay streets and North of W. 16th Avenue

(see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is a Parking Development Agreement between the City and Storsafe relating to the development, ownership and mutual use of the new parking. The Parking Development Agreement implements the land swaps between Storsafe and the City and details the construction of the new City parking lot. The Reciprocal Easements Agreement creates mutual rights of use between the City parking parcel and the Storsafe parcel for operation of a surface parking lot of approximately 300 spaces. Each party will have rights of access to parking lots. Staff recommends approval.

13. Purchase and Sale Agreement – 18th & Swift {Bill No. 7579 (Ordinance No. 9376)}

The City and 18th & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the Storsafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is an Agreement of Purchase and Sale between the Developer and the City. This property was formerly owned by George Guastello and the BNSF railroad. The City will purchase for \$1.00 and the purchase is conditioned on an agreement between the City and Storsafe relating to the development of the surface parking. The Agreement includes a three-story height restriction on the portion of the land to be retained by the City. Staff recommends approval.

14. Second Amended and Restated Development Agreement – 18th & Swift {Bill No. 7580 (Ordinance No. 9377)}

The City and 18th & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the Storsafe building between Swift and Clay streets and North of W. 16th Avenue

(see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is a Second Amended and Restated Development Agreement between the Developer and the City. This agreement implements the trade of the structured parking for the surface parking and eliminates the City requirement for \$600,000 Public Parking Shared Costs and the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District ("CID"). The CID will now be terminated. Staff recommends approval.

15. Omnibus Amendments to Chapter 100 Bond Documents {Bill No. 7581 (Ordinance No. 9378)}

The City and 18th & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the Storsafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is an Omnibus Amendment of Documents Relating to the City's Series 2020 Chapter 100 Bonds. Because the City will no longer own the structured parking the Chapter 100 Bond documents need to be amended to reflect the transfer of such ownership to the Developer. This accomplishes the transfer of the City's structured parking to the Developer and also is a "cleanup" amendment necessitated by the financing related to the Developer's private lender and has no financial impact on the City. Staff recommends approval.

16. Termination of Parking Structure Maintenance Agreement {Bill No. 7582 (Ordinance No. 9379)}

The City and 18th & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the Storsafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from

an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is a Termination of Parking Structure Maintenance Agreement. Because the City will no longer have any structured parking spaces, the City and the Developer will execute the termination agreement. After closing, the ownership, costs and maintenance of the parking structure will be solely a Developer responsibility. Staff recommends approval.

17. Code Modification Request - 18th & Swift (Resolution No. 21-011)

The developer of the 18th & Swift apartments has requested that the City waive the requirement of installing electrical receptacle outlets on the balconies of the referenced structure when constructed, as required by the City Code. Staff believes the request to be reasonable and recommends approval of a site-specific code modification by eliminating the requirement of Chapter 15.32 of the City Code. Article 210, Section 210.52 E (3) and not installing electrical receptacle outlets on the balconies of the 18th & Swift Apartments.

18. Budget Amendment – Armour Road Complete Streets Project (Resolution No. 21-007)

At the February 2, 2021 meeting, the City Council directed staff to move forward on the planned Phase 2 improvements to the Armour Road Complete Street project as well as several adjustments to the complete street. A budget amendment in the amount of \$336,960 is needed and has been prepared for consideration.

19. Task Order #6 with WSP Engineers - Armour Road Complete Street Improvements (Resolution No. 21-008)

Task Order #6 with WSP Engineers pursuant to the City's professional services agreement directs the preparation of basic plans for work being done by City staff and bid plans for the Fayette Street right turn lane, traffic signal modification, and Howell Street intersection improvements that will all be put out to bid. Staff recommends approval of the task order.

20. Appointment of Councilmembers to Streetcar Workgroup

At its meeting of January 5, 2021, the City Council adopted a resolution supporting the extension of the Kansas City streetcar system from Kansas City to North Kansas City and directing staff to engage with the Kansas City Streetcar Authority to determine feasibility and develop a proposal for implementation. In its memo, staff summarizes the discussion it has had with the Streetcar Authority and RideKC,

and recommends that the City Council designate three councilmembers to join with the City Administrator and Community Development Director to compose this workgroup.

21. Screenland Armour Outdoor Movie Short Term Conditional Use Permit

Due to Covid-19 social distancing requirements, in June 2020 the City Council granted Screenland Armour a permit to hold outdoor movie events at the City-owned parking lot located at 2009 Erie Street. Screenland Armour is making a similar request for this year. The events will be held on Friday and Saturday nights from 5:00 pm until 11:00 pm with movies starting at sunset. Screenland Armour is requesting that the STCUP begin on May 1 and run through November 1. Staff recommends approval.

22. Process for Discussion of Development in North Kansas City

At the City Council meeting of January 19, 2021, Councilmember Smith noted that a recent economic development incentive application had caused a lot of community discussion on the subject of development in the City and the City's role in it, and suggested public discussion on the topic. In its memo, staff suggests a discussion that would extend over several meetings at a time after the municipal election in April. Staff seeks guidance on how Council would like to proceed.

23. Proposed Sidewalk on Fayette Between 26th and 27th (Resolution No. 21-009)

Councilmember Saper has composed a resolution for Council consideration. The resolution supports the construction of a sidewalk on the west side of Fayette Street between 26th Avenue and 27th Avenue. In its memo, staff requests additional direction regarding this proposed project.

24. Employment Agreement with City Counselor Thomas E. Barzee, Jr. {Bill No. 7577 (Ordinance No. 9374)}

In accordance with the performance appraisal recently performed by the City Council for City Counselor Thomas E. Barzee, Jr., an eighth amendment to Mr. Barzee's employment agreement with the City has been prepared for Council approval.

25. Approving Accounts Due and Payable by the City through February 12, 2021. {Bill No. 7583 (Ordinance No. 9380)}

26. Staff Comments

- Upcoming City Items of Note
- YMCA December 2020 Financial Report
- YMCA Annual Financial Report - 2020

27. Councilmember Comments

28. Mayor's Comments

29. Consideration of a request to hold and recess into an executive session, as requested by the City Counselor, to be held on this date, on a litigation matter pursuant to Missouri Revised Statutes § 610.021(1).

30. Adjournment

Copies of ordinances referred to above are available for inspection prior to the meeting in the office of the City Clerk.

Note: Meetings of the City Council are being broadcast live and recorded.

Minutes of the North Kansas City, Missouri City Regular Council Meeting of February 2, 2021

The City Council met in regular session on Tuesday, February 2, 2021, via an on-line platform at 7:00 p.m. As a precautionary measure during the Covid-19 Pandemic, this meeting was held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

The following were present:

Mayor: Don Stielow
Councilmembers: Bryant DeLong
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Rick Stewart
Amie Clarke
Tom Farr

Staff Present: Eric Berlin, City Administrator
Kim Nakahodo, Assistant City Administrator
Kevin Freeman, Police Chief
Dave Hargis, Fire Chief
Sara Copeland, Community Development Director
Pat Hawver, Public Works Director
Casey Campbell, Human Resources Manager
Nick Hawkins, Finance Manager
Stephen Roberts, IT Manager
Tom Barzee, City Counselor
Nick Hawkins, Finance Manager

Mayor Stielow called the meeting to order at 7:00 p.m.

The roll was called. The following councilmembers were present: Tom Farr, Bryant DeLong, Anthony Saper, Jesse Smith, Lisa Tull, Zachary Clevenger, and Amie Clarke. Councilmember Stewart arrived at 7:08 PM.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

C. Farr moved to approve the agenda as presented, seconded by C. DeLong. The roll was called, and the vote was as follows: C. Farr, yes

Approval of Agenda

– C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, absent – C. Clarke, yes. Motion carried, 7-0.

There were no comments from the public.

Comments from the Public

The Consent Agenda contained the following items:

Consent Agenda

Approval of the minutes of the Regular Session of January 19, 2021

Approval of the minutes of the Special Council Meeting of January 26, 2021

Proclamation – Davis Paint – 100 years

Disposition of Records Eligible for Destruction

C. Farr moved to approve the Consent Agenda as amended, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, absent – C. Clarke, yes. Motion carried, 7-0.

Consideration of a Resolution of the City Council Approving a Funding Agreement Between the City of North Kansas City, Missouri and Steel Ventures, L.L.C. (Resolution No. 21-006). City Administrator Berlin stated The City has received an application from SPS Companies, Inc. and its subsidiary Steel Ventures, LLC, which does business as Exltube in North Kansas City ("the applicant"), for an economic development incentive authorized by Chapter 100 of Missouri Statutes ("Chapter 100"). The company seeks to construct a standalone facility at 101 W. 10th Avenue to produce a higher grade of specialty pipe than what it currently produces in its existing Exltube plant. There are costs to the City associated with executing a Chapter 100 redevelopment plan. It is appropriate that the applicant for Chapter 100 benefits reimburse the City for these costs. Therefore, presented for Council approval is a resolution authorizing the City to enter into a funding agreement with the applicant whereby they will deposit \$20,000 with the City, which the City will use to cover its costs. The approval of the Funding Agreement in no way obligates the City Council to approve the Chapter 100. This will simply allow City staff and the developer to finalize the Chapter 100 plan for further Council review and possible

Resolution No. 21-006
– Proposed Chapter
100 Bond Issue for
Exltube

approval at a meeting on a later date. Staff recommends approval of the Funding Agreement. Bill Snyder, Dirk Daveline and Thomas Bailey from Exltube gave a presentation regarding their request for an economic development incentive. Discussion ensued. C. DeLong moved to approve Resolution No. 21-006, seconded by C. Farr. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0.

Assistant City Administrator Kim Nakahodo stated that Public Works Director Pat Hawver is set to retire on March 19, 2021, after 17 years with the City. In his memo, the City Administrator summarizes the recruitment for a new Public Works Director and recommends the approval of Anthony Sands as the City's next Public Works Director. Discussion ensued. C. Stewart made a motion to approve the hiring of Anthony Sands as Public Works Director, seconded by C. Farr. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 7-1.

Consideration of Next Steps for Armour Road Complete Street Improvements. City Administrator Berlin asked Community Development Director Sara Copeland to present this item to Council. Ms. Copeland stated that At the December 15, 2020 and January 5, 2021 Work Sessions, the City Council provided direction to staff on a series of proposed improvements to the Armour Road Complete Street project. In its memo, staff summarizes that feedback, and provides updated estimates of costs for the various items that have been discussed. Staff seeks direction on bringing forward a budget amendment for formal Council consideration to move forward on the items directed by Council. Discussion ensued. C. Tull moved that the City make adjustments to Phase 1 and install the curb islands at Howell (Phase 2), both during FY 2021. Howell Street intersection improvements will incorporate Council direction regarding turning radii and landscaping. The estimated cost for making the directed improvements (\$166,000) and for the Howell curb islands (Phase 2 - \$200,850) is \$366,850. Staff was directed to bring a budget amendment in the approximate amount of \$300,275 before the Council at a future meeting, seconded by C. Clarke. The roll was called and the vote was as follows: C. Farr, no – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, no – C. Clarke, yes. Motion carried, 6-2.

Approval of Anthony Sands as Public Works Director

Next Steps for Armour Road Complete Streets Improvements

Consideration of FY 2021 City Hall "Facelift" Program Projects. City Administrator Berlin asked Assistant City Administrator Nakahodo to present this item to Council. Ms. Nakahoda stated that the City Hall "Facelift" Program is a multi-year approach to cleaning, neatening, refurbishing, and upgrading the appearance, and functionality, of City Hall. In its memo, staff discusses the projects that had been planned for this year, cost issues associated with performing both of the planned projects, and options for proceeding. Staff seeks direction as to how the Council would like to proceed with this program this fiscal year. Discussion ensued. Council consensus was to proceed with the replacement of the second story windows and coating of the faux stone on the outside of City Hall.

FY 2021 City Hall
"Facelift" Program
Projects

Consideration of an Ordinance Amending Chapter 4.30, "Sidewalk Eating and Alcohol Consumption Licenses," of the Code of the City of North Kansas City, Missouri Regarding Temporary Parklet Licenses {Bill No. 7575 (Ordinance No. 9372)}. City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that at its January 19, 2021 meeting, the City Council directed staff to submit an action for Council consideration to extend the Temporary Parklet Licenses program for 2021. Staff proposes to begin the program on March 15, 2021 and continue it until June 30, 2021. The end date could be extended if desired by Council, as was done in 2020. Staff recommends approval of the ordinance. Discussion ensued. C. DeLong moved to amend the Start Date in the Ordinance to March 1, 2021, seconded by C. Farr. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. C. Clevenger moved that Bill No. 7575 be placed on first reading, seconded by C. Smith. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7575 was read. C. Farr moved that Bill No. 7575 be placed on second and final reading and passed as Ordinance No. 9372, seconded by C. Smith. Bill No. 7575 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9372, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9372 –
2021 Temporary
Parklet License
Program

City Administrator Berlin stated that the City's ground lease with Harrah's Casino provides that Harrah's North Kansas City will make a charitable contribution to qualified charitable organizations that provide services or other benefits to residents of the City. The

Harrah's Charitable
Fund Allocations

charitable contribution is the greater of one percent of Harrah's net operating income for the last fiscal year or \$100,000. (For this year, Harrah's has advised that the amount shall be \$100,000.) At its special meeting on January 26, 2021, the City Council met, reviewed the applications, and determined allocations for applying organizations which are now before the Council for formal approval. The list of proposed allocations is attached. Council is requested to approve the list of organizations and amounts for the 2021 Harrah's Charitable Contribution. C. Clevenger moved to approve the allocations, seconded by C. Farr. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0.

Authorizing Payment for Certain Accounts Due and Payable by the City Through January 29, 2021 {Bill No. 7574 (Ordinance No. 9371)}. C. Farr moved that Bill No. 7574 be placed on first reading, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7574 was read. C. Farr moved that Bill No. 7574 be placed on second and final reading and passed as Ordinance No. 9371, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7574 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9371, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9369 –
Approving Accounts
Due and Payable by
the City Through
January 15, 2021

City Administrator Berlin stated the Upcoming City Items of Note and the Quarterly Financial Report were included in the Council packets for review.

Staff Comments

Mr. Berlin stated that Clay County hospitals Clay County cities and Cerner Corporation have been working hard to establish a mass vaccination site in Clay County to be located on the Cerner campus, to be called Operation Safe. He noted that vaccinations will be administered by appointment only, and urged interested parties to sign up on the Clay County Public Health Center website.

Mr. Berlin said that the City has received the first short-term conditional use permit application of the year for a 5K run/walk, in this case in May. He asked for Council guidance as to handle these since they would be

precluded under the current covid health emergency guidelines. The Council consensus was that 5Ks should not be considered until allowed by the health guidelines.

C. Farr stated the weather will be nice tomorrow but then turns very cold. Check on your neighbors and pets.

Councilmembers' Comments

C. DeLong had nothing at this time.

C. Saper reminded Council of the Equity and Inclusion statement that was made in October.

C. Smith stated tomorrow is large item pickup.

C. Tull thanked everyone involved in getting the Cerner vaccine site up and running.

C. Clevenger stated he was excited about Operation Safe at Cerner. He thanked those who collaborated together to make this happen. He thanked C. Farr for keeping us on track with approving ordinances.

C. Stewart had nothing at this time.

C. Clarke echoed C. Clevenger's comments. Go Chiefs!!

Mayor Stielow stated he had nothing at this time.

Mayor's Comments

Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the City Administrator, to be Held on This Date, on a Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3). C. Farr moved to go into Executive Session at 8:24 PM, seconded by C. Smith. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes, C. Clarke, yes. Motion carried, 8-0.

Executive Session

C. DeLong moved to go back into Regular Session and adjourn at 9:06 PM, seconded by C. Smith. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes, C. Clarke, yes. Motion carried, 8-0.

Adjournment

Council Adjourned

Mayor

Attest:

City Clerk

Approved this 16th Day of February 2021

MEMORANDUM



TO: Honorable City Council

FROM: City Clerk Crystal Doss

DATE: February 16, 2021

RE: Board Appointment

The following appointment to the Equity and Inclusion Committee will be on the February 16, 2021, agenda for your consideration and approval:

Councilmember Jesse Smith appoints James Daniel Trotter to the Equity and Inclusion Committee, replacing Francis Rodriguez who resigned.



City of North Kansas City Boards and Commissions Application Form

Thank you for your interest in being a member of a board or commission for the City of North Kansas City. In order to be considered for an appointment, please complete the following form. For questions regarding the boards, or this form, please contact Crystal Doss, City Clerk, at (816) 412-7815.

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ E-Mail: _____

Please mark each board or commission for which you are interested in serving:

- Hospital Board of Trustees (4-Year Term)
- Library Board (3-Year Term)
- Park & Recreation Board (3-Year Term)
- Board of Zoning Adjustment (4-Year Term)
- Police & Fire Personnel Board (4-Year Term)
- Liquor Control Board of Review (3-Year Term)
- City Planning Commission (4-Year Term)
- Tax Increment Financing (TIF) Commission (4-Year Term)
- Industrial Development Authority
- Equity and Inclusion Committee (2-Year Term)

Why are you interested in serving the City of North Kansas City on a board or commission? Do you have an interest in a particular board or commission and if so, why?

I am interested in serving on the equity and inclusion committee. I am proud to be a citizen in NKC and much of that pride comes from our city's diversity. That diversity coupled with our snug borders provides a unique opportunity to intimately understand individuals' needs and perspectives to an end that improves how our city operates, progresses and welcomes future residents. I am eager to be a part of that and work with other committee members to make our city more equitable.

Do you have previous civic experience or particular qualifications that you believe you can bring to the board or commission? If so, please describe in the space below. If you have a current resume, please attach (not required).

I do not have any previous civic experience. The curriculum at my alma mater, William Jewell, offered several opportunities to consider differing worldviews, opinions, life experiences and my own shortcomings when it comes to understanding those intricacies. That education was priceless and has inspired me to have empathy in everything I do. The most important lesson I learned is that we do others a disservice when we try to assume their worldviews, hardships, needs, etc. I see this committee as a powerful conduit for our residents, making our city government more accessible and perhaps more empathetic.

Please describe the days of the week, times of day, or evenings you are available.

I am available during the evening, Monday through Friday.

PERMIT NO: _____

APPLICATION FOR SPECIAL EVENT PERMIT

APPLICANT NAME: Pro Print, Inc. DBA/ ProPrint Digital

MAILING ADDRESS: 1916 Clay Street NKC MO 64116

PHONE: 816-421-0298 EMAIL: mike@proprintdigital.com

----- EVENT INFORMATION -----

NAME OF EVENT [I.E. JONES WEDDING]: InStall of NEW PRESS and removal

EVENT DATE: March 15th, 2021 EVENT HOURS: 6 am till 8pm

EVENT LOCATION (Address): 1916 Clay Street

PROPERTY OWNER: Gene Hayes PHONE: 816-810-3640

NAME & PHONE NUMBER OF TWO PEOPLE WHO WILL BE ONSITE MANAGING EVENT:

PERSON 1: Michael Hayes - 816-808-8232

PERSON 2: Michelle Radcliffe - 816-421-0298

DETAILED DESCRIPTION OF EVENT:

Removing old press and Installing New press. Moving of HEAVY EQUIPMENT. For ~~Safety we are requesting 20th Street Closed. We will have an 18 wheeler parked and~~ multiple people removing an old Xerox press and installing a NEW Kodak Nexfinity Press - they will need 20th street closed at Clay street going WEST to just past the ally behind ProPrint Digital (NOT BLOCKING the LAWYERS ENTRANCE to Parking Lot)

NUMBER OF EXPECTED ATTENDEES: 5-10 IS THIS A HIGHER OCCUPANCY LOAD THAN PERMITTED BY YOUR CERTIFICATE OF OCCUPANCY: YES NO N/A

IF YES, ESTIMATE ATTENDEES OVER NORMAL LIMIT: no

IS THIS EVENT PUBLIC PRIVATE [INVITATION ONLY]

WILL EVENT BE HELD WITHIN 100 FEET OF A CHURCH OR SCHOOL: YES NO

WILL FOOD BE SERVED: YES NO [IF YES, CONTACT CLAY COUNTY HEALTH AT 816-595-4350]

WILL YOUR SPECIAL EVENT INCLUDE: DJ/BAND/MUSIC STAGE TENT OPEN FLAMES

STREET CLOSING ALCOHOL HEATERS SECURITY PYROTECHNICS FOOD

IS EVENT: INDOORS OUTDOORS OTHER Moving Heavy Equipment

WILL THERE BE SECURITY: ARMED UNARMED HOW MANY: _____

ARE YOU REQUESTING SPECIAL SERVICES FROM THE CITY OF NKC? YES NO

IF YES, EXPLAIN: STREET CLOSURE of 20th street for approx 1 day(8-12 hours)

IF REQUESTING A STREET CLOSURE, HAVE YOU NOTIFIED THE PROPERTY OWNERS EFFECTED BY THE CLOSURE? YES NO

----- **FOR OUTDOOR EVENTS** -----

WILL THERE BE A TENT? YES NO IF YES, HOW MANY SQUARE FEET? _____

LIST TYPE OF BARRICADE TO BE USED TO ENCLOSE THE EVENT:

PLASTIC SNOW FENCE WOOD BARRICADES STEEL BIKE RACKS CHAIN LINK
 OTHER Possible Police tape ?

HOW MANY PORTA-POTTIES WILL BE ONSITE FOR EVENT: _____

----- **FOR EVENTS REQUESTING ALCOHOL** -----

WHO IS THE LIQUOR LICENSE HOLDER: _____

WHAT BUSINESS ARE THEY WITH: _____

[SEE ATTACHED REQUIREMENTS AND POLICIES GOVERNING TEMPORARY CATERER'S PERMITS.]

APPLICANTS PRINTED NAME: _____

APPLICANTS SIGNATURE: _____ DATE: _____

----- **CITY APPROVALS** -----

- DIAGRAM OF PREMISE**
- PROPERTY OWNER APPROVAL**
- COPY OF STATE OF MISSOURI TCP**

APPLICATION RECEIVED BY _____ DATE: _____

FIRE MARSHALL APPROVAL _____ DATE: _____

POLICE DEPARTMENT APPROVAL _____ DATE: _____

DIRECTOR OF LIQUOR CONTROL APPROVAL _____ DATE: _____

ACTION BY CITY COUNCIL _____ DATE: _____

----- OTHER REQUIREMENTS -----

DIAGRAM OF THE PREMISES: SUBMIT A DRAWING SHOWING LOCATION OF EVENT, FIXTURES, AND OTHER EQUIPMENT THAT WILL BE INVOLVED (STAGE, DJ, HEATERS, BARRIERS, ETC.), ALONG WITH WHERE ALCOHOL WILL BE SOLD AND CONSUMED IF APPLICABLE. MARK POINTS OF ENTRY/EXIT. IF THERE WILL BE ANY OUTDOOR SEATING AND PORTA-POTTIES, SHOW WHERE IT WILL BE LOCATED AND INCLUDE A MEASUREMENT OF THE ENTIRE OUTSIDE PERIMETER OF THE EVENT.

PROPERTY OWNER'S APPROVAL: THERE MUST BE A LETTER FROM THE PROPERTY OWNER STATING APPROVAL WHICH MUST INCLUDE WHERE THE EVENT IS TO BE HELD AND THE START/END TIMES FOR THE EVENT.

SPECIAL EVENT APPLICATION DEADLINE: THIS APPLICATION SHOULD BE MADE A MINIMUM OF 21 DAYS IN ADVANCE OF YOUR EVENT TO SECURE APPROVAL BY CITY COUNCIL.

LIQUOR LICENSES: APPLICANT MUST APPLY FOR AND RECEIVE A TEMPORARY CATERING LIQUOR LICENSE FROM THE STATE OF MISSOURI PRIOR TO THE TEMPORARY CATERERS PERMIT ISSUED BY THE CITY OF NORTH KANSAS CITY. THE TEMPORARY CATERERS PERMIT MUST BE FINALIZED FOR PROCESSING BY THE CITY AT LEAST THREE (3) BUSINESS DAYS PRIOR TO EVENT.

APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF ALL MATERIAL, EQUIPMENT, AND DEBRIS WITHIN TWENTY-FOUR (24) HOURS OF EXPIRATION OF THIS PERMIT.

---- POLICIES GOVERNING SPECIAL EVENTS AND TEMPORARY CATERER PERMITS ----

4.16.020 ALL RETAIL LICENSES: THE DIRECTOR OF LIQUOR CONTROL MAY ISSUE A TEMPORARY PERMIT TO CATERERS AND OTHER PERSONS HOLDING LICENSES TO SELL INTOXICATING LIQUOR BY THE DRINK AT RETAIL FOR CONSUMPTION ON THE PREMISES WHO FURNISH PROVISIONS AND SERVICE FOR USE AT A PARTICULAR FUNCTION, OCCASSION, OR EVENT AT A PARTICULAR LOCATION OTHER THAN THE LICESNED PREMISES. THE TEMPORARY PERMIT SHALL BE EFFECTIVE FOR A PERIOD NOT TO EXCEED ONE HUNDRED SIXTY-EIGHT (168) HOURS (SEVEN DAYS) AND SHALL AUTHORIZE THE SERVICE OF ALCOHOLIC BEVERAGES AT SUCH FUNCTION, OCCASION, OR EVENT DURING THE HOURS AT WHICH ALCOHOLIC BEVERAGES MAY LAWFULLY BE SOLD OR SERVED UPON PREMISES LICENSED TO SELL ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION. FOR EVERY PERMIT ISSUED PURSUANT TO THE PROVISIONS OF THIS SECTION, THE PERMITTEE SHALL PAY TO THE CITY THE SUM OF TEN DOLLARS (\$10) FOR EACH CALENDAR DAY, OR FRACTION THEREOF, FOR WHICH THE PERMIT IS ISSUED.

EMPLOYEE LIQUOR PERMITS: ANYONE WHO WILL BE ACTING IN THE CAPACITY OF A BAR MANAGER, BARTENDER, WAITER, WAITRESS, CASHIER, SALES CLERK, STOCK PERSON, DOORMAN, OR OTHER PERSON RESPONSIBLE FOR CHECKING IDENTIFICATION CARDS TO DETERMINE AGE MUST HAVE ON PREMISE THEIR NORTH KANSAS CITY LIQUOR PERMIT.

STREET CLOSURE: IF A PUBLIC STREET WILL BE BLOCKED OFF FOR THE EVENT, A TRAFFIC CONTROL PLAN MUST BE INCLUDED WITH DIAGRAM FOR APPROVAL.

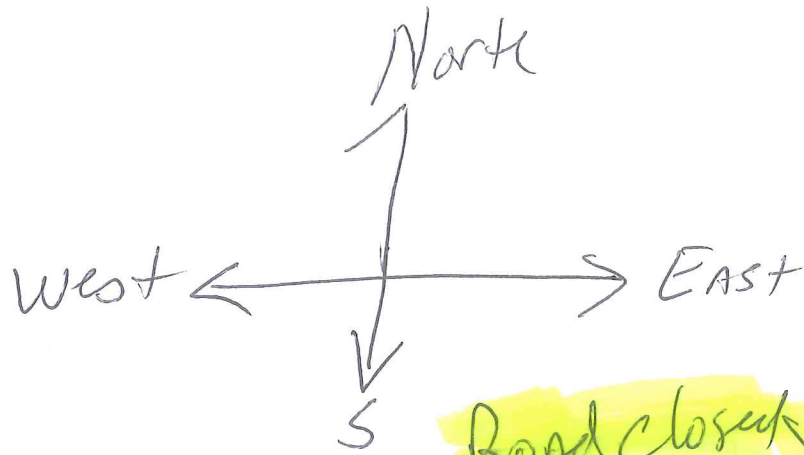
OCCUPANCY LOAD CERTIFICATE: A COPY OF THE OCCUPANT LOAD CERTICIATE WHICH STATES THE INTERIOR OCCUPANT CAPACITY OF THE PREMISE MAY BE NEEDED.

HEALTH PERMIT: A COPY OF THE HEALTH PERMIT SHALL BE DISPLAYED FOR SPECIAL EVENTS SERVING FOOD.

12.32.075 DISORDERLY CONDUCT:

A. GENERALLY. NO PERSON SHALL ENGAGE IN DISORDERLY CONDUCT OR ANY CONDUCT TENDING TOWARD A BREACH OF THE PEACE OR ENGAGE IN ANY VIOLENT, TUMULTUOUS, OFFENSIVE AND DISORDERLY CONDUCT BY THREATENING, QUARRELLING, CHALLENGING TO FIGHT OR FIGHTING, OR BY USING OBSCENE, OFFENSIVE, PROFANE OR UNSEEMLY LANGUAGE TO THE ANNOYANCE, DISTURBANCE OR VEXATION OF ANOTHER.

B. WHEN NOISES CONSTITUTE DISORDERLY CONDUCT. THE CAUSING OR MAKING OF ANY UNNECESSARY LOUD NOISE BY THE USE OF AMPLIFIED SPEAKERS OR SOUND SYSTEMS SHALL BE CONSIDERED DISORDERLY CONDUCT (EXCEPTED HEREFROM IS THE USE OF CITY SOUND EQUIPMENT UTILIZED AT THE ATHLETIC FIELDS AND CITY-SPONSORED SPECIAL EVENTS).



Buchanan

Gravel
Parkings
lot

Ally

Empty
space

SNAP
shots

Burlington

20th Street

L. A. W. Y. E. R.
B. L. O. G.

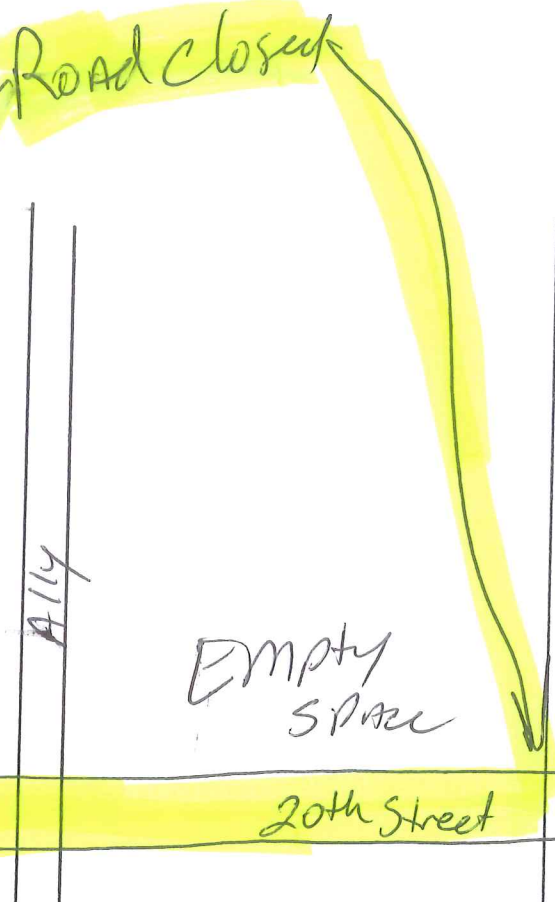
ENTRANCE

L. A. W. Y. E. R.
P. A. R. K. I. N. G.
L. O. T.

PRIVATE ALLY

Pro
Print
Digitr

Clay





MEMORANDUM

TO: NKC City Council Board of Trustees DATE: February 10, 2021

FROM: Stephen L. Reintjes, Sr., M.D. RE: COVID Update
President & CEO

I wanted to provide you with updated information for NKCH. Total COVID patient volume has declined substantially.

Total Active COVID cases: 28
Total recovering COVID cases: 32
Total Active COVID patients in the ICU: 8

Last week, only 3 employees tested positive for COVID. We believe these infections are due to community exposure. Since we started the vaccination program, the number of employees testing COVID positive has declined. We continue to care for our community and have not implemented any restriction in services.

NKCH continues to partner with the other participants of Operation Safe to vaccinate our community together. From NKCH, we have provided pharmacists, nurses, physicians, and employees from IT, supply chain, communications, security and environmental services. It is truly amazing to witness first-hand this tremendous work. Thank you to the City of North Kansas City for your support and to Chief Hargis for his incident command leadership.

Thank you.

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: February 16, 2021

RE: Proposed Chapter 100 Bond Issue for Exltube – Bond Resolution

Background

The City has received an application from SPS Companies, Inc. and its subsidiary Steel Ventures, LLC, which does business as Exltube in North Kansas City (the "Company"), for an economic development incentive authorized by Chapter 100 of Missouri Statutes ("Chapter 100"). The Company is starting a new business and is seeking a Chapter 100 incentive to construct a new standalone facility at 101 W. 10th Avenue to produce a higher grade of specialty pipe than what it currently produces in its existing Exltube plant.

On February 2, 2021 the City Council approved a Funding Agreement. After this action City staff and the Company met with the North Kansas City School District. The School District is in support of the Company's Chapter 100 plan and made no suggestions regarding the modification of the proposed plan. Staff also worked to finalize the financial review of the proposed Chapter 100.

The Proposal

In order to facilitate the development, the Company is seeking an incentive under Chapter 100. Specifically, the Company seeks real estate tax abatement of 50% for 10 years, and sales tax exemption on the construction materials to be used in the construction of a new building adjacent to the current Exltube facility. The requested incentive falls within the City's Economic Development Incentive Policy guidelines, which provide for a maximum incentive of 75% for the first ten years and 37.5% for the next fifteen years.

The proposed project will yield additional benefits to the City and other taxing jurisdictions because the Company plans to install approximately \$1,500,000 of equipment in the Phase 1 expansion which will not be subject to the Chapter 100 abatement.

The Company advised the staff that it has several sites under consideration (New Century, KS, Port of Catoosa, OK and Longview, TX) and in order to make the North Kansas City site financially feasible they require the requested Chapter 100 abatement.

Under Chapter 100 the property is transferred to the ownership of the City during the time period of the incentive, and leased back by the City to the Company. In a Chapter 100 transaction, the City is essentially the property owner in name only. The Company will indemnify the City with respect to the City's ownership of the project and will name the City as an additional insured with respect to liability and casualty insurance for the project. The City will have no financial or legal liability with respect to payment of the bonds, since the bonds are payable solely from lease payments by the Company. The City has completed a number of Chapter 100 transactions over the past 20 years.

Financial Review

The Company has agreed to make a PILOT payment to the City and other taxing jurisdictions relating to the current development on the site. After construction of the improvements the PILOT payment will be 50% of the improvements for the succeeding 10 years. At the end of the 10 year abatement term all property would return to the tax rolls and be assessed at full market value. The financial projections and details of the incentive are attached to this memo.

Action Requested

Approval of the Bond Resolution will authorize the City staff to complete a plan for industrial development, including a cost-benefit analysis of the impact of the Project and the terms of property tax abatement with respect to the Project. After mailing the plan to affected taxing jurisdictions there is a 20-day notice period. Thereafter, the plan will be presented to the City Council for final approval along with the bond documents implementing the plan.

Staff recommends approval of the Bond Resolution.

Exltube Specialty Tube Project
Chapter 100 Bonds

Current Taxes - Existing Land & Improvements

Existing Land	\$ 1,295,300
Existing Building	\$ 348,000
Total FMV	\$ 1,643,300
Commercial Assessment Ratio	32%
Assessed Value (AV)	\$ 525,856

2021 Taxes:	\$ 50,231
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Total Levy Rate (\$Per 100 of AV)	9.5523
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Current Development	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Value Growth			2.00%		2.00%		2.00%		2.00%		2.00%
PILOT Payment on Current RE	\$ 50,231	\$ 50,231	\$ 51,236	\$ 51,236	\$ 52,261	\$ 52,261	\$ 53,306	\$ 53,306	\$ 54,372	\$ 54,372	\$ 55,459

New Taxes - Phase 1 Project

New Building	\$ 5,000,000
New Equipment	\$ 1,500,000
Total FMV	\$ 6,500,000 Chapter 100 Project

Assessed Value (AV):	\$ 2,081,251
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Total Levy Rate (\$Per 100 of AV)	9.5523
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New Development	2021	1 2022	2 2023	3 2024	4 2025	5 2026	6 2027	7 2028	8 2029	9 2030	10 2031
FMV Calculations, Building		\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,100,000	\$ 5,100,000	\$ 5,202,000	\$ 5,202,000	\$ 5,306,040	\$ 5,306,040	\$ 5,412,161
FMV Calculations, Pers. Prop.			\$ 481,251	\$ 445,151	\$ 411,751	\$ 380,901	\$ 352,301	\$ 325,901	\$ 301,451	\$ 278,851	\$ 256,551
Full Tax Value on Chapter 100 Improvements		\$ 152,837	\$ 168,007	\$ 166,869	\$ 168,873	\$ 167,901	\$ 170,117	\$ 169,285	\$ 171,694	\$ 170,982	\$ 173,523
50% Tax Abatement		\$ 76,418	\$ 84,004	\$ 83,435	\$ 84,436	\$ 83,950	\$ 85,058	\$ 84,642	\$ 85,847	\$ 85,491	\$ 86,761
50% PILOT Payment		\$ 76,418	\$ 84,004	\$ 83,435	\$ 84,436	\$ 83,950	\$ 85,058	\$ 84,642	\$ 85,847	\$ 85,491	\$ 86,761

Current + New Taxes

Tax Abatement Year:	2021	1 2022	2 2023	3 2024	4 2025	5 2026	6 2027	7 2028	8 2029	9 2030	10 2031
PILOT Payment on Current RE	\$ 50,231	\$ 50,231	\$ 51,236	\$ 51,236	\$ 52,261	\$ 52,261	\$ 53,306	\$ 53,306	\$ 54,372	\$ 54,372	\$ 55,459
50% PILOT on Chapter 100 Improvements	\$ -	\$ 76,418	\$ 84,004	\$ 83,435	\$ 84,436	\$ 83,950	\$ 85,058	\$ 84,642	\$ 85,847	\$ 85,491	\$ 86,761
Total PILOT Payment	\$ 50,231	\$ 126,650	\$ 135,240	\$ 134,671	\$ 136,697	\$ 136,211	\$ 138,364	\$ 137,948	\$ 140,219	\$ 139,863	\$ 142,221
PILOT Payment to the City	\$ 5,477	\$ 13,810	\$ 14,747	\$ 14,685	\$ 14,906	\$ 14,853	\$ 15,087	\$ 15,042	\$ 15,290	\$ 15,251	\$ 15,508
PILOT Payment to the School District	\$ 32,618	\$ 82,242	\$ 87,819	\$ 87,450	\$ 88,766	\$ 88,450	\$ 89,849	\$ 89,578	\$ 91,053	\$ 90,822	\$ 92,353

2020 Tax Rates	65%	6.2029 School District
	11%	1.0416 City
	17%	1.5900 State Sur Tax
	8%	0.7178 Other
		9.5523 TOTAL



**Current
EXLTUBE
Facility**

**Properties
purchased for
expansion**

RESOLUTION NO. 21-010

A RESOLUTION STATING THE OFFICIAL INTENT OF THE CITY OF NORTH KANSAS CITY, MISSOURI, TO ISSUE ITS INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000 TO FINANCE THE COSTS OF A PROJECT UNDER THE PROVISIONS OF SECTIONS 100.010 TO 100.200 RSMO.

WHEREAS, the City of North Kansas City, Missouri (the “City”) is authorized and empowered under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of (i) providing funds to pay the costs of such projects and to lease or sell such projects to others upon such terms and conditions as the City shall deem advisable, or (ii) loaning the proceeds from the sale of such bonds to others upon such terms and conditions as the City shall deem advisable to provide funds to pay the costs of such projects; and

WHEREAS, Steel Ventures, LLC (together with any successors or assigns, the “Company”), has requested that the City (i) issue its industrial development revenue bonds in an aggregate principal amount not to exceed \$7,000,000 in one or more series to provide funds to pay the costs of with respect to a project consisting of the construction, improvement and equipping of a standalone facility at 101 W. 10th Avenue to produce a higher grade of specialty pipe than what it currently produces in its existing Exltube plant in the City (the “Project”), and (ii) lease the Project to the Company with an option to purchase the Project, for the purpose of providing property tax abatement for the Project, all in accordance with and pursuant to the Act; and

WHEREAS, the City desires to express its intent to provide tax abatement for the Project by the issuance of its industrial development revenue bonds to be issued under the Act in an aggregate principal amount not to exceed \$7,000,000 in one or more series (the “Bonds”), which Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease or sale of the Project to the Company; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, as follows:

SECTION 1. Finding of Public Benefit. The City Council hereby finds and determines that the acquisition, construction, improvement and equipping of the Project will promote the economic well-being and industrial development of the City and the taxing jurisdictions which the Project is located, and that the issuance of the Bonds to pay the cost of the Project will be in furtherance of the public purposes set forth in the Act.

SECTION 2. Authorization of Plan and Declaration of Intent. The City Council authorizes the preparation of the Plan and declares the intent of the City to issue the Bonds in a principal amount not to exceed \$7,000,000 to provide funds to finance the costs of the Project, subject to the conditions set in this Resolution.

SECTION 3. Limited Obligations. The Bonds shall be limited and special revenue obligations payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to the Company or other entity. The Bonds and the interest thereon shall not be a debt of the City or the State of Missouri, and neither the City nor the State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction.

SECTION 4. Conditions to Issuance of Bonds. This Resolution constitutes a statement of intent of the City Council. The issuance of the Bonds and the execution and delivery of any documents related to financing the Project are subject, in the sole discretion of the City, to the following conditions:

- (a) approval by the City Council of a plan for industrial development in accordance with Section 100.050 of the Act, including a cost-benefit analysis of the impact of the Project and the terms of property tax abatement with respect to the Project;
- (b) authorization by ordinance of the City Council;
- (c) obtaining any other necessary governmental approvals for the Project;
- (d) agreement by the City, the Company and the purchaser of the Bonds upon (1) mutually acceptable terms for the Bonds and for the sale and delivery thereof and (2) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project, and execution and delivery to the City by the purchaser of the Bonds of an investment representation letter satisfactory to the City; and
- (e) receipt by the City of satisfactory indemnification for all matters relating to the Project.

SECTION 5. Reimbursement for Project Costs. The Company is hereby authorized to proceed with the acquisition, construction, improvement and equipping of the Project, including the entering of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes. If the Bonds are issued, the Company may be reimbursed out of the proceeds thereof for expenditures paid or incurred in connection with the Project.

SECTION 6. Notice to Taxing Jurisdictions. The City Clerk or designee shall send a notice to all taxing jurisdictions from which taxable property is included in the Project, which notice shall (a) include a copy of the Plan, (b) state the date that the City Council will first consider approval of the Plan, and (c) invite such entities to submit comments to the City Council regarding the Plan.

SECTION 7. Preparation of Documents. Counsel to the City and Gilmore & Bell, P.C., as Bond Counsel, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City Council all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder in connection with the financing of the Project.

SECTION 8. Further Authority. The City hereby authorizes and empowers the officers and representatives of the City to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the structure and sale of the Bonds. All of the acts and undertakings of such officers and representatives which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done shall be and the same are hereby in all respects, ratified, confirmed and approved.

SECTION 9. Effective Date. This Resolution shall be in full force and effect, after compliance with all governing laws, rules and regulations, upon passage by the City Council and approval by the Mayor.

PASSED this 16th day of February, 2021.

Mayor

ATTEST:

City Clerk

APPROVED this 16th day of February, 2021

Mayor

APPROVED AS TO FORM:

City Attorney

City Counselor

MEMORANDUM



TO: Mayor and City Council

FROM: Kim Nakahodo, Assistant City Administrator

DATE: February 16, 2021

RE: Six Month Renewal of Service Contract with KCATA – Fixed Route and Flex Service

Budget Authority: FY 2021 Transportation Fund:	\$437,985
<u>Proposed 6-Month Agreement:</u>	<u>(\$153,538)</u>
Remaining Budget Authority:	\$284,447

Before Council is a 6-month renewal of the contract between the KCATA and the City for bus service (fixed-route through the city and flex service [point-to-point]) within North Kansas City.)

Due to the COVID-19 global pandemic, the KCATA has experienced a decline in ridership. As a result of this decline in ridership, the proposed amount for this half-year contract is less than budgeted.

The KCATA advises that the cost of fixed-route service and flex service is as follows:

Flex	82%	\$ 125,901
Fixed-route	18%	\$ 27,637
TOTAL		\$ 153,538

The City has entered into six-month contracts with KCATA for the last few years. The previous half-year January to June cost was \$203,845. Due to COVID-related reduced ridership, the proposed amount for this half-year represents a 25% decrease from the previous half-year. Aside from the contract amount adjustment, the contract is virtually the same as last year's contract.

Staff recommends approval of the service contract for the period January 1, 2021 to June 30, 2021.

AN ORDINANCE ADOPTING AND APPROVING A CONTRACT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES WITHIN THE CITY OF NORTH KANSAS CITY, MISSOURI.

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the Kansas City Area Transportation Authority (“**KCATA**”) is a body corporate and a political subdivision of both the States of Missouri and Kansas; and

WHEREAS, KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the City and surrounding cities and municipalities; and

WHEREAS, the City desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

WHEREAS, the City and KCATA desire to enter into a certain Contract for Transit Service.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. Finding of Best Interest to Enter into Agreement. The City Council of North Kansas City hereby finds and declares that it is in the best interests of the citizens and City of North Kansas City to enter into the Contract for Transit Service (the “**Agreement**”) between the City of North Kansas City, Missouri and the Kansas City Area Transportation Authority for certain public transportation services to be provided to the City and its citizens as set forth more fully in the Agreement.

Section 2. Authorization of Agreement. The provisions of the Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and the City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City. The City Council hereby authorizes the City to enter into the Agreement with the KCATA for the purposes described in the Agreement, which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference. The City is hereby authorized to pay for the costs and expenses as provided for in the Agreement.

Section 3. Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and

execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. **Severability.** The sections, paragraphs, sentences, clauses and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. **Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 6. **Effective Date.** This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED this 16th day of February, 2021.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 16th day of February, 2021.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony Bologna, *City Attorney*

Thomas E. Barzee, Jr., *City Counselor*

EXHIBIT “1”

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service

NORTH KANSAS CITY, MISSOURI

THIS CONTRACT entered into this ____ day of _____, 2021 by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and **NORTH KANSAS CITY, MISSOURI** (hereinafter referred to as the "Community").

WITNESSETH:

WHEREAS, a sound, efficient and viable public transportation system is essential to the socio-economic wellbeing of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

WHEREAS, the KCATA is a public agency authorized by law to plan, own, operate, have, and generally deal with public transportation systems and facilities in the District; and

WHEREAS, the Community desires to promote the convenience, comfort, prosperity, general interests, and welfare of its citizens; and

WHEREAS, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, generally described in amounts and, more specifically, by the formula set forth in Attachment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and December 1997.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

A. Public Mass Transit Service

1. The Community requests public transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B," be operated by the KCATA for the period January 1, 2021, through June 30, 2021, unless sooner terminated under Paragraph "6" of this Contract.
2. The level of service, as generally set forth in Attachment "B," shall not be changed or modified without the Community's consent.
3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the

**North Kansas City - Six Month Contract
January 1, 2021 – June 30, 2021**

determination of the estimated deficit of the Community.

4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$153,538**. This estimate is based on the following components of cost and revenue to be applied to this Agreement:

Service Cost	\$ 231,358
Passenger Revenue	<u>(\$ 13,925)</u>
Total Operations	\$ 217,433
Federal PM	(\$ 65,443)
Missouri State Funding	<u>(\$ 3,918)</u>
Local Operating Contribution	\$ 148,072
Local Capital Contribution	<u>\$ 5,466</u>
Total Local Share	\$ 153,538

5. It is the parties' understanding that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of **\$153,538**. If the actual total deficit and other factors are such that the KCATA deems the full Local Share is not required, the KCATA may require payment of less than the total Local Share or reimburse the Community for a portion of the Local Share previously paid.
6. When the estimated total operating loss of \$217,433 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.
7. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
- A. The Community's monthly Local Share will be one-sixth (1/6) of the Community's portion of the estimated total deficit amount.
 - B. The KCATA will invoice the Community for ninety percent (90%) of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit ninety percent (90%) of the monthly Local Share by the first of the month service will be delivered.
 - C. By the 20th of the month following the month in which service was provided, the KCATA will give the Community reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided in Sub-

**North Kansas City - Six Month Contract
January 1, 2021 – June 30, 2021**

paragraph "b." The report will detail Local Share, and Federal and State Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.

- D. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "C" will not be prepared until the completion of the KCATA's annual audit. The invoice of November 15, provided for in Sub-paragraph "B," will require payment of the unexpended balance of the Community's Local Share.
8. The Community may cancel or amend any component or portion of the Transit Service described in Appendix B at the beginning of a quarter, provided that written notice is given to KCATA, sixty (60) days before the affected quarter.
 9. If for any reason, the KCATA is unable to obtain the federal or state assistance and/or the State of Missouri Public Transit Operating Assistance Grant as provided for in Paragraph "4" of this Contract, the Community will be immediately notified. This contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
 10. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss, or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising therefrom.
 11. The Community recognizes that the KCATA, as the principal public transportation operator in the region, is obligated to conform to the Federal Transit Administration's various regulations and requirements to maintain its eligibility for financial assistance according to the Federal Transit Act. In this regard, the Community agrees to cooperate with the KCATA in the meeting said regulations and requirements and will not require the KCATA to violate said regulations and requirements. The Community will also cooperate with reasonable requests of the KCATA. The KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
 12. The Community, at its expense, shall have the right to cause an audit to be made of the books and records of the KCATA. The KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.
 13. In carrying out this Contract, KCATA and the Community shall comply with all

**North Kansas City – Six Month Contract
January 1, 2021 – June 30, 2021**

existing federal, state, and local laws relative to equal opportunity and nondiscrimination. All of which are incorporated by reference and made part of this Contract. The KCATA will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay other or other forms of compensation; and selection for training, including apprenticeship. The KCATA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting for the provisions of this nondiscrimination clause.

B. Americans with Disabilities Act of 1990 Special Service Provision

Whereas a continuation of the contractual relationship with North Kansas City requires that North Kansas City not require the KCATA to provide public transit services that conflict with the American with Disabilities Act of 1990 and subsequent federal regulations regarding compliance with this law, it is agreed:

1. The KCATA shall perform all functions necessary for the administration, management, and operation of Complementary Paratransit inside the City of North Kansas City.
2. The Complementary Paratransit shall be provided through the department of the KCATA known as RideKC Freedom, and these services shall be called RideKC Freedom service inside North Kansas City.
3. Complementary Paratransit is defined in 49 C.F.R. Part 37. In general, Complementary Paratransit is required to provide a comparable level of service whereby when all aspects of a transportation system are analyzed, equal opportunities to use the transportation system exist for all persons - individuals with and without disabilities.
4. North Kansas City shall reimburse the KCATA for the net cost to the KCATA, which is paid by the KCATA to its contractors, which provide the transportation services inside North Kansas City. North Kansas City shall not be charged for the KCATA's administrative or dispatching expenses related to the service.
5. There will be a \$3.00 fare per trip charged to participants using the North Kansas City's RideKC Freedom service inside North Kansas City.
6. The KCATA shall render regular monthly invoices to the City Administrator, which shall include information on the number of North Kansas City RideKC Freedom participants, the number of trips provided of each type (ambulatory or non-ambulatory), the average cost for each type of trip, the average trip length for each type of trip, the total cost, and the net cost.


**North Kansas City – Six Month Contract
January 1, 2021 – June 30, 2021**

7. The City of North Kansas City may appoint an individual to participate in the RideKC Freedom Advisory Committee at its convenience.
8. The provisions of this contract replace those of the Memorandum of Understanding on Wheelchair Service between North Kansas City and the KCATA.
9. In no way does this contract obligate the KCATA to ensure that any other services provided by North Kansas City comply with the Americans with Disabilities Act (ADA) of 1990 or subsequent regulations.
10. No passenger amenities or bus stops may be removed or relocated without agreement or consent from the City Council of the City of North Kansas City, MO.

**North Kansas City – Six Month Contract
January 1, 2021 – June 30, 2021**

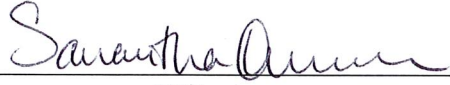
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By: 

David Bower, Chairman of the Board of Commissioners

ATTEST:

By: 

Witness

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Name & Title: Don Stielow, Mayor

ATTEST:

By: _____
City Clerk

ATTACHMENT "A"

REVENUE AND COST ALLOCATION PROCEDURES

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- A. Passengers and Revenue** - The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
1. Revenue figures are computed as follows:
 - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
 - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
 2. Passenger types - definitions
 - a. Intra-city passenger - a passenger boarding and alighting in the same jurisdiction.
 - b. Inter-city passenger - a passenger who boards in one jurisdiction and alights in another.
 3. Computation of inter-city and intra-city passengers
 - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passenger ratios, as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who board and alight a bus within that community to total route passengers on the line.
 - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- B. Direct Operating Expenses** - Each route shall be charged direct labor and benefits based on scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used (Large, Small, or RideKC Flex). Each route shall be charged fuel and tire expense for the same kind of coach used (Large, Small, or RideKC Flex) in the proportion of route miles per type of bus to total system miles for the same kind of bus.
- C. Indirect Operating Expenses** - Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small,

**North Kansas City – Six Month Contract
January 1, 2021 – June 30, 2021**

or RideKC Flex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.

D. Estimated Net Income or Loss - Intra-City Routes - Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from each route's total operating expenses.

E. Allocation of Net Income or Loss on Inter-City Routes.

1. Suburban Express Routes

- a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers and does not serve Kansas City, Missouri, intra-city passengers.
- b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.

2. Local Service Inter-City Routes

- a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
- b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be allocated by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:
 - (1) Direct labor costs shall be allocated based on operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
 - (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
 - (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.

**North Kansas City – Six Month Contract
January 1, 2021 – June 30, 2021**

- d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel, and tire expense, and indirect operating expense, less passenger revenue credit.

- F. Capital Expense** - Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities, and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.

- G. Enclave Communities** - Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E." The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.

- H. For Service Implemented After December 31, 1997** – Service implemented after December 31, 1997, above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Appendix, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expenses, etc.

- I.** The Community is not charged for the operation of the #235 Winnwood-Gracemor route, except for a charge of \$500 annually, nor is revenue credited to the Community for this route. There is also no charge for the #201 North Oak route's operation due to Federal funds' availability, which currently is applied to the service costs. Revenue is also not credited to #201.

ATTACHMENT "B"

CITY OF NORTH KANSAS CITY - CONTRACT SERVICE

Five (5) fixed routes provide service through North Kansas City limits to and from Kansas City, Missouri. In addition, a demand responsive service zone covers much of North Kansas City. Service, including peak, contra-peak, and mid-day, is as follows:

* North Kansas City portion of the route included in the service cost

** Emergency Schedule – Will operate a Saturday schedule and frequency

***Route #238 Meadowbrook**, operates a total of twenty-six (26) trips per day through North Kansas City, with thirteen (13) regular route trips inbound, thirteen (13) regular route trips outbound. Service is provided Monday through Saturday. The Meadowbrook route travels through North Kansas City from 32nd and North Oak, via 32nd, Swift, 14th, Burlington to 12th and Grand in downtown Kansas City, Missouri. Saturday service is provided every 60 minutes for a total of twenty-three (23) trips. **Emergency Schedule – Operates a reduced frequency based on need.

Route #233 Vivion/Antioch, operates a total of thirty-seven (37) trips per day through North Kansas City: eighteen (18) regular route trips inbound, nineteen (19) regular route trips outbound, Monday through Friday. The Vivion/Antioch route travels through North Kansas City from 32nd and Vernon, via Vernon (#1 Highway), Armour, Swift, 14th, Burlington to 12th, and Grand in downtown Kansas City, Missouri.

*** Route #235 Winnwood/Gracemor**, operates a total of four (4) trips per day through North Kansas City: two (2) regular route trips inbound, two (2) regular route trips outbound. Service is provided Monday through Friday. The #135-Winnwood/69 Hwy. & Belmont route travels through North Kansas City from 32nd and Walker via Walker, Clay Edwards Drive, 26th Avenue, Vernon, Armour, Swift, 10th, Burlington to 11th and Walnut downtown Kansas City, Missouri.

**Emergency Schedule – Operates a reduced frequency based on need.

Route #201 North Oak, operates 26 trips southbound and 25 trips northbound with 30-minute frequency on weekdays during rush hours and hourly frequency before and after rush hours from 5:13 AM to 11:30 PM. On Saturdays, it operates hourly with 16 northbound and 17 southbound trips between 6:30 AM and 11:30 PM. On Sundays, it operates regularly between 8:30 AM and 11:30 PM. It runs on Burlington in NKC with endpoints at Zona Rosa, Boardwalk Square, and downtown Kansas City, MO. **Emergency Schedule – Operates a reduced frequency based on need.

***Route #298 North Kansas City Flex** provides a weekday demand responsive service from 6:10 AM to 9:00 PM (The route number was changed from #244 to #298, effective January 1, 2017). Saturday service provides demand-responsive service from 8:30 AM to 7:30 PM. On Sundays and Holidays, demand-responsive service is provided from 10:00 AM to 6:00 PM. The zone boundaries are the corporate boundaries of the City of North Kansas City.

Passenger Fare, Pass, and Transfer Policy:

One Adult Full Fare Trip: \$1.50 One Adult Reduced Fare:\$0.75 Intra City Fare: \$0.25

MEMORANDUM

TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: February 16, 2021

RE: 18th & Swift Parking Purchase Agreement & Development Agreement Amendments

As previously discussed, City staff and 18th & Swift, LLC (the “Developer”) have been working to implement a revised parking agreement that will swap the City’s 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the Storsafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer.

The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer’s parking structure.

The net result of this transaction will be greater number of public parking spaces on a new surface lot and additional parking for residents and visitors to adjacent businesses.

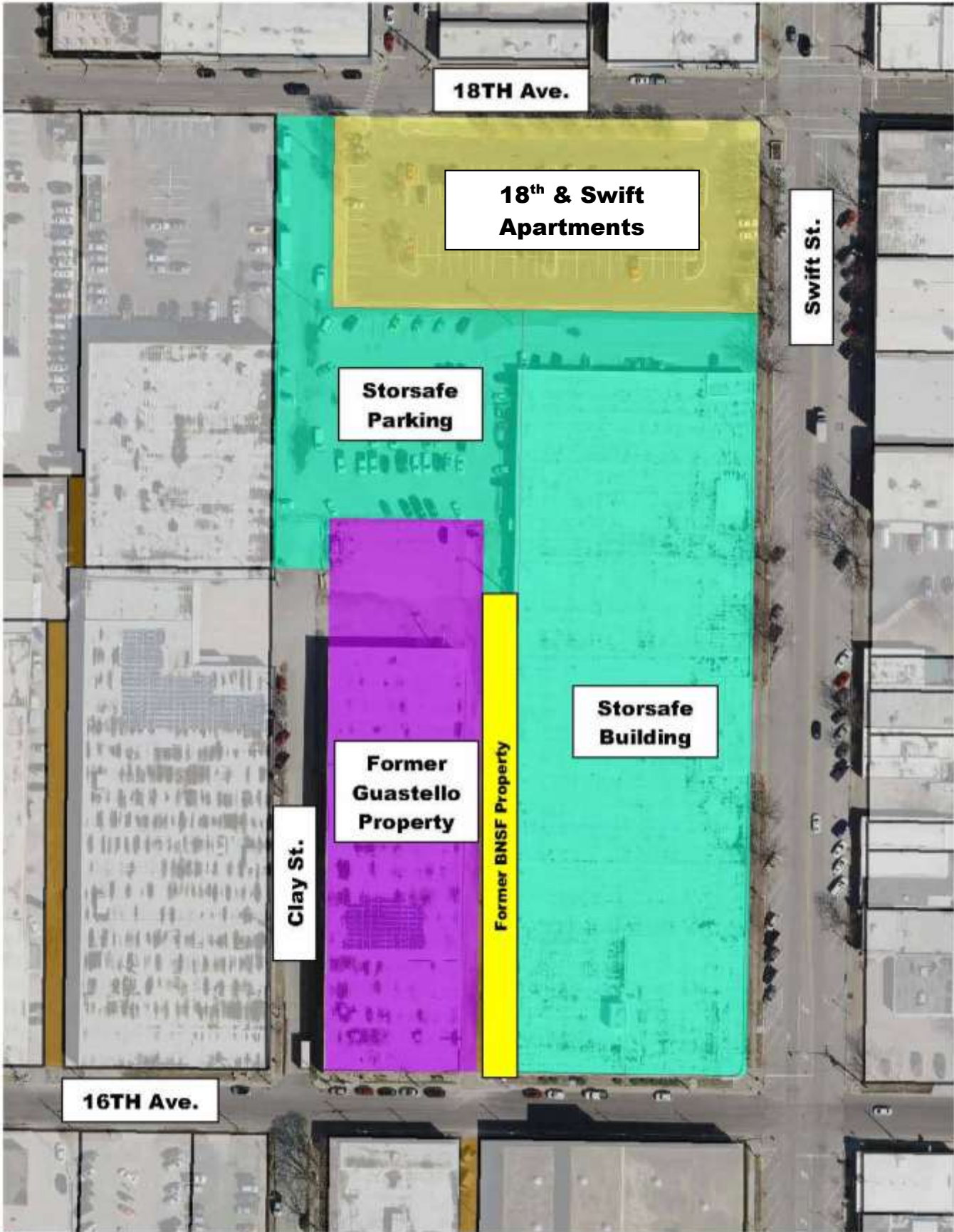
The financial impact is summarized as follows:

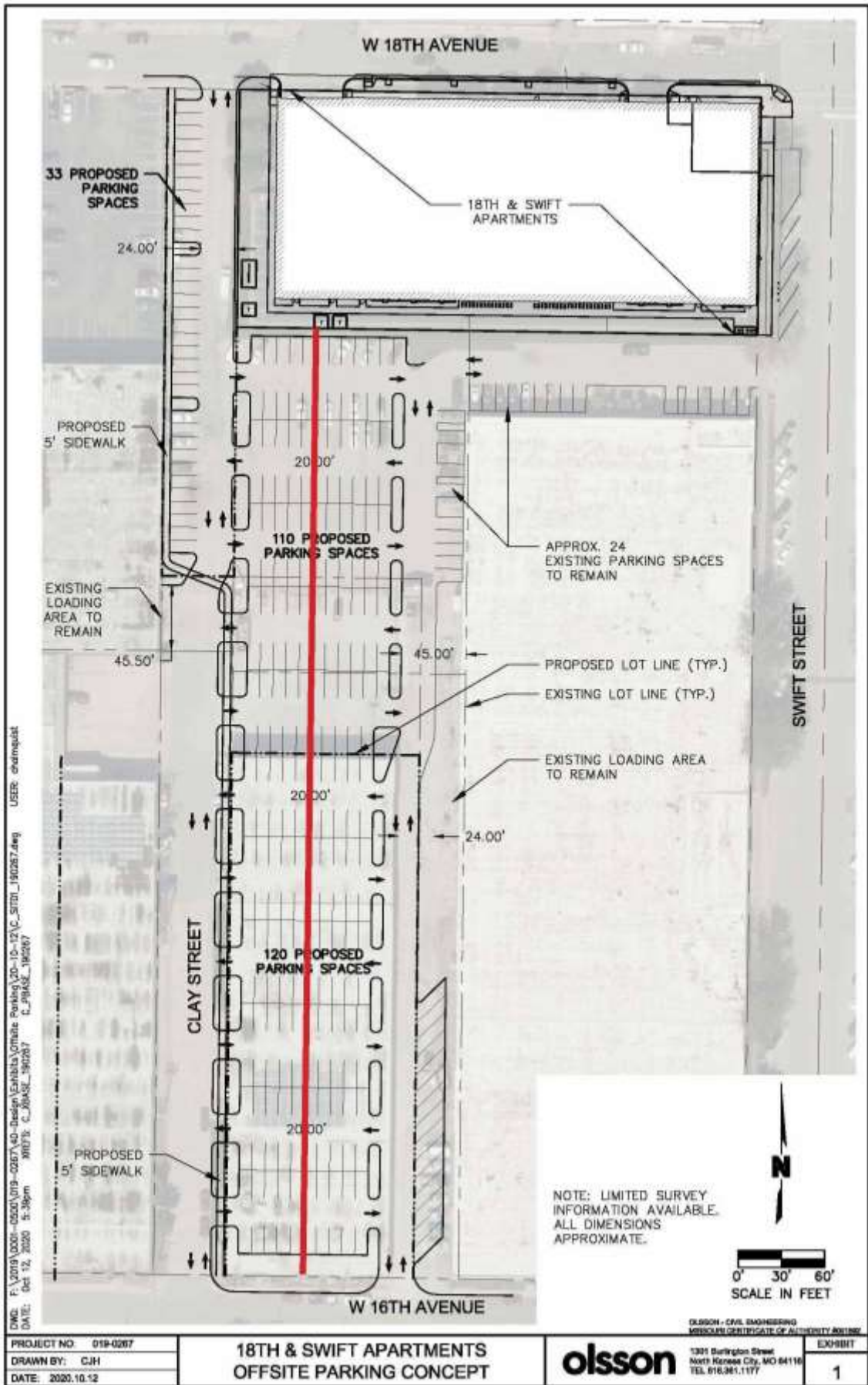
- The City will forgo the \$600,000 Public Parking Shared Cost payment to the Developer.
- The City will forgo the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District (“CID”). The CID will now be terminated and the City will save the costs of administering the CID over the next 25 years.
- The City will purchase the surface parking lot from the Developer for \$1.00.
- The City will be responsible for demolition and construction related to the surface parking lot. The estimated cost this work is approximately \$500,000.

In addition to the transaction with the Developer, the parking agreement involves a property swap with Storsafe IV, who owns the adjacent Storsafe building. The City and Storsafe IV will jointly construct a lot with approximately 300 spaces and the ownership of the lot will be divided between the City and Storsafe (see the site plan attached to this memorandum). The new City parking will have direct access onto both W. 18th and W. 16th Avenues as well as Swift St. The new parking will be constructed pursuant to the Parking Development Agreement and the Reciprocal Easement Agreement and the City and Storsafe will separately own their respective parking lots.

In order to implement the new parking arrangement with the Developer, the City Council is being asked to consider the following actions:

1. Ordinance approving the PARKING DEVELOPMENT AGREEMENT and RECIPROCAL EASEMENTS AGREEMENT between the City and Storsafe relating to the development, ownership and mutual use of the new parking. The PARKING DEVELOPMENT AGREEMENT implements the land swaps between Storsafe and the City and details the construction of the new City parking lot. The RECIPROCAL EASEMENTS AGREEMENT creates mutual rights of use between the City parking parcel and the Storsafe parcel for operation of a surface parking lot of approximately 300 spaces. Each party will have rights of access to the parking lots.
2. Ordinance approving an AGREEMENT OF PURCHASE AND SALE between the Developer and the City. This property was formerly owned by George Guastello and the BNSF railroad. The City will purchase for \$1.00 and the purchase is conditioned on an agreement between the City and Storsafe relating to the development of the surface parking. The Agreement includes a three story height restriction on the portion of the land to be retained by the City.
3. Ordinance approving the SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT between the Developer and the City. This agreement implements the trade of the structured parking for the surface parking and eliminates the City requirement for \$600,000 Public Parking Shared Costs and the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District (“CID”). The CID will now be terminated.
4. Ordinance approving an OMNIBUS AMENDMENT OF DOCUMENTS RELATING TO THE CITY’S SERIES 2020 CHAPTER 100 BONDS. Because the City will no longer own the structured parking the Chapter 100 Bond documents need to be amended to reflect the transfer of such ownership to the Developer. This document accomplishes the transfer of the City’s structured parking to the Developer and also is a “cleanup” amendment necessitated by the financing related to the Developer’s private lender and has no financial impact on the City.
5. Ordinance approving a TERMINATION OF PARKING STRUCTURE MAINTENANCE AGREEMENT. Because the City will no longer have any structured parking spaces, the City and the Developer will execute the termination agreement. After closing, the ownership, costs and maintenance of the parking structure will be solely a Developer responsibility.





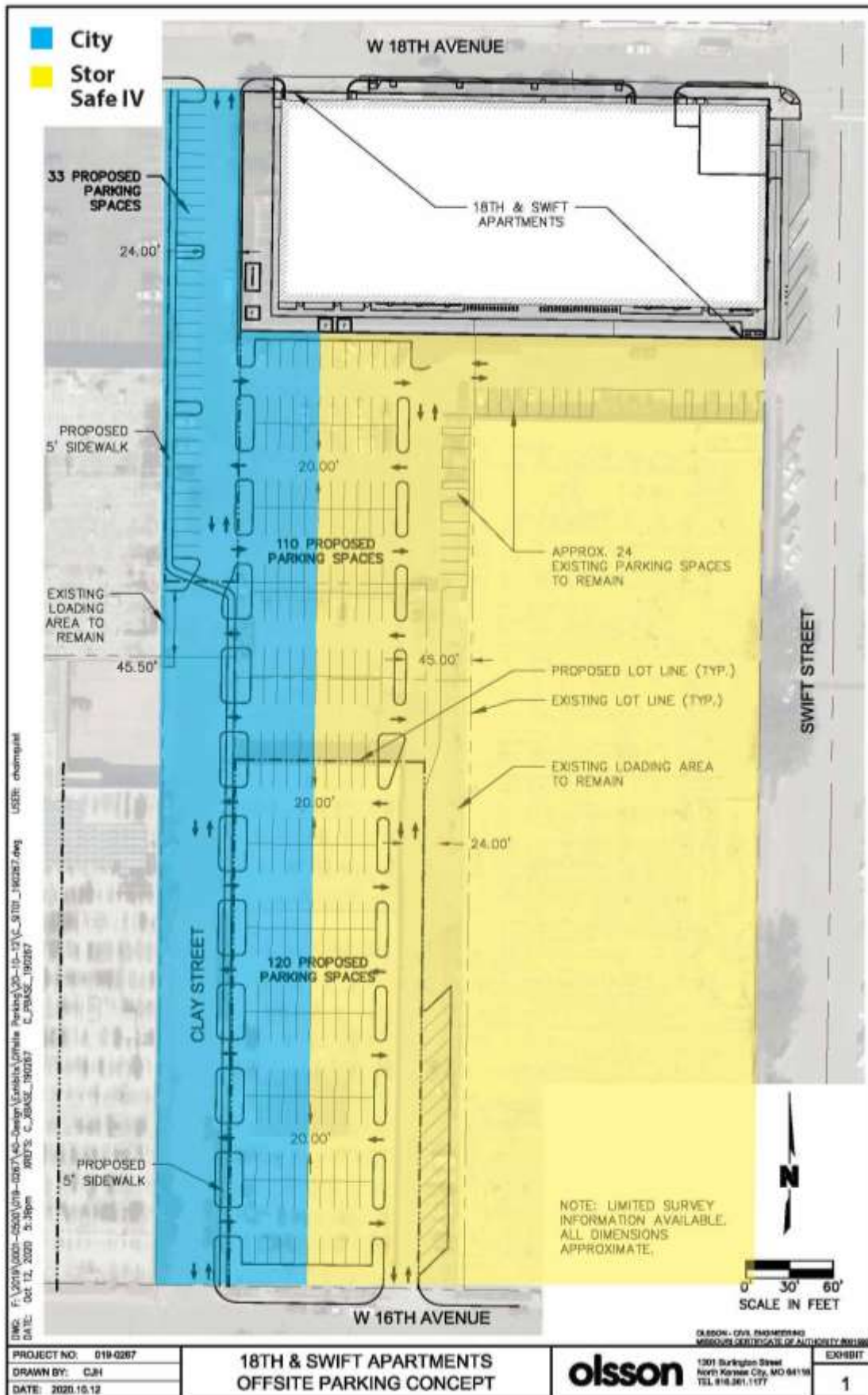
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PROJECT NO:	019-0207
DRAWN BY:	CJH
DATE:	2020.10.12

**18TH & SWIFT APARTMENTS
OFFSITE PARKING CONCEPT**

olsson 1301 Burlington Street
North Kansas City, MO 64116
TEL 816.261.1177

OLSSON - CIVIL ENGINEERING MISSOURI CERTIFICATE OF AUTHORITY #01902	EXHIBIT
	1



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 DATE: Dec 12, 2020 3:38pm AWP'S: C:\BKS\180207 C:\PWS\180207

PROJECT NO.	019-0267
DRAWN BY:	CJH
DATE:	2020.10.12

**18TH & SWIFT APARTMENTS
OFFSITE PARKING CONCEPT**

olsson
 1301 Burlington Street
 North Kansas City, MO 64116
 TEL 913.261.1177

EXHIBIT	1
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AN ORDINANCE ADOPTING AND APPROVING (1) PARKING DEVELOPMENT AGREEMENT AND (2) RECIPROCAL EASEMENTS AGREEMENT BETWEEN STORSAFE IV, L.L.C. AND THE CITY OF NORTH KANSAS CITY, MISSOURI, REGARDING CERTAIN REAL PROPERTY OWNED BY STORSAFE IV, L.L.C. AND THE CITY OF NORTH KANSAS CITY, MISSOURI, GENERALLY LOCATED NORTH OF 16TH AVENUE, EAST OF CLAY STREET, SOUTH OF 18TH AVENUE AND WEST OF SWIFT IN THE CITY OF NORTH KANSAS CITY, MISSOURI; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID DOCUMENTS ON BEHALF OF THE CITY.

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, Storsafe IV, L.L.C. (the “**Company**”) is a Missouri limited liability company authorized to do and doing business in the State of Missouri with certain operations taking place in North Kansas City, Missouri; and

WHEREAS, the City will hereafter become owner of certain real property located generally at 200 East 16th Avenue and an abutting railroad tract in the City of North Kansas City, Missouri (the “**Original City Property**”); and

WHEREAS, the Company is the owner of certain real property located generally at 1600 Swift Street in the City of North Kansas City, Missouri, which is adjacent to the Original City Property (the “**Original Company Property**”); and

WHEREAS, the City and the Company jointly propose a project consisting of the Original City Property and the Original Company Property (collectively, the “**Project Site**”) for construction and operation by the City of a surface parking lot comprised of approximately three hundred two (302) parking spaces, a portion of which will be owned by the City and a portion of which will be owned by the Company (collectively, the “**Project**”); and

WHEREAS, the City finds that the Project serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development; and

WHEREAS, the parties desire to enter into the Parking Development Agreement (the “**Development Agreement**”) for the purpose of setting forth the covenants, agreements and obligations of the City and the Company with respect to the Project; and

WHEREAS, the Development Agreement references a certain Reciprocal Easements Agreement (the “**Easements Agreement**”), which provides for the creation of certain mutual rights of use between the City Parcel and the Company Parcel for operation of the Properties as a surface parking facility comprised of approximately three hundred two (302) parking spaces developed in

accordance with the Development Agreement for the construction, maintenance, and operation as a parking facility by the City or the Company, as the case may be, on the Properties (the “**Parking Facility**”).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. Authorization of Parking Development Agreement. The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri, to enter into the Parking Development Agreement with Storsafe IV, L.L.C., for the purpose of developing, designing, improving, constructing and operating a parking lot with approximately 302 parking spaces for use by the City and the Company and their respective invitees, tenants, employees, agents, representatives, guests, clients, citizens, customers, and businesses and said businesses’ respective employees, customers, agents, representatives, guests, invitees, agents, and tenants (except those prohibited by the Agreement), all as more particularly described in the attached Parking Development Agreement. A copy of the Parking Development Agreement is attached hereto, marked “Exhibit 1”, and is incorporated herein by reference. The provisions of the Parking Development Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and the City Clerk are hereby authorized and directed to forthwith execute the Parking Development Agreement on behalf of the City of North Kansas City, Missouri.

Section 2. Authorization of Reciprocal Easements Agreement. The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri, to enter into a certain Reciprocal Easements Agreement with Storsafe IV, L.L.C., for the purpose of establishing certain mutual rights of use of the Parking Facility by the City and the Company and their respective invitees, tenants, employees, agents, representatives, guests, clients, citizens, customers, and businesses and their respective employees, customers, agents, representatives, guests, invitees, agents, and tenants (except those prohibited by the Development Agreement), all as more particularly described in the attached Reciprocal Easements Agreement. A copy of the Reciprocal Easements Agreement is attached hereto, marked “Exhibit 2”, and is incorporated herein by reference. The provisions of the Reciprocal Easements Agreement¹ is hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. Upon insertion of the proper legal descriptions of the City Parcel and the Company Parcel prepared by the surveyor, the Mayor, City Counselor and City Clerk are thereupon authorized and directed to execute the Reciprocal Easements Agreement on behalf of the City of North Kansas City, Missouri.

Section 3. Further Authority. The City shall, and the mayor, city clerk, city officials, legal counsel and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining

¹ The legal descriptions for the “City Parcel” (Exhibit A to the Reciprocal Easements Agreement) and the “Company Parcel” (Exhibit B to the Reciprocal Easements Agreement) are authorized to be inserted hereafter in the Reciprocal Easements Agreement upon completion of the necessary survey work.

portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 6. Effective Date. This Ordinance shall be in full force and effect upon passage by the City Council and approval by the Mayor.

PASSED this 16th day of February, 2021.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 16th day of February, 2021.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

Thomas E. Barzee, Jr., *City Counselor*

EXHIBIT “1”

PARKING DEVELOPMENT AGREEMENT

by and between

CITY OF NORTH KANSAS CITY

and

STORSAFE IV, L.L.C.

TABLE OF CONTENTS

ARTICLE I Definitions and Construction	2
1.1 Definitions.....	2
1.2 Construction.....	3
ARTICLE II The Project and Development Process	3
2.1 Description of Project	3
2.2 Acquisition for Project.....	4
2.3 Pre-Closing Activities	4
2.4 Development Process.....	5
2.5 Certificate of Substantial Completion.....	6
2.6 Project Zoning, Planning, Platting, and Construction.....	6
2.7 Parking Credit for Company Adjacent Property.....	6
ARTICLE III Title and Closing	6
3.1 Title Commitment.....	6
3.2 Defects and Cure.....	7
3.3 Closing Deliverables.....	7
ARTICLE IV Company Obligations, Representations, And Warranties	9
4.1 Project Operation and Maintenance.....	9
4.2 Company Authorization.....	9
ARTICLE V Default and Termination; Estoppel	10
5.1 Events of Default Defined	10
5.2 Remedies on Default.....	10
ARTICLE VI Miscellaneous	11
6.1 Notices	11
6.2 Severability	12
6.3 Assignment	12
6.4 Counterparts.....	12
6.5 Survival	12
6.6 Consents and Approvals	12
6.7 Entire Agreement	13
6.8 Headings	13
6.9 Negation of Partnership	13
6.10 Representatives not Individually Liable	13
6.11 Ancillary Documents	13

6.12	Compliance with Applicable Laws	13
6.13	Payment or Performance on Saturday, Sunday or Holiday	13
6.14	Incorporation of Recitals and Exhibits	13
6.15	Conflict of Terms	14
6.16	No Waiver	14
6.17	No Tax Representations or Warranties	14
6.18	Costs and Expenses	14
6.19	Force Majeure	14
6.20	Insurance	14
6.21	Governing Law	14
6.22	Waiver	Error! Bookmark not defined.
6.23	Electronic Storage of Documents	15
6.24	Project Environmental	15

PARKING DEVELOPMENT AGREEMENT

THIS PARKING DEVELOPMENT AGREEMENT (this “**Agreement**”) is dated as of _____, 2021 (“**Effective Date**”), by and between the **CITY OF NORTH KANSAS CITY**, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”) and **STORSAFE IV, L.L.C.**, a Missouri limited liability company (the “**Company**”).

RECITALS

A. The City is, or will hereafter become, owner of certain real property located generally at 200 East 16th Avenue and an abutting railroad tract in the City of North Kansas City, Missouri, which is legally described in **Exhibit A-1** attached hereto and incorporated herein (the “**Original City Property**”).

B. The Company is the owner of certain real property located generally at 1600 Swift Street in the City of North Kansas City, Missouri, which is adjacent to the Original City Property and which is legally described in **Exhibit A-2** attached hereto and incorporated herein (the “**Original Company Property**”).

C. The City and the Company jointly propose a project consisting of the Original City Property and the Original Company Property (collectively, the “**Project Site**”) for construction and operation by the City of a surface parking lot comprised of approximately three hundred two (302) parking spaces as described in Article II below, a portion of which will be owned by the City and a portion of which will be owned by the Company (collectively, the “**Project**”).

D. The City finds that the Project serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development.

E. By Ordinance No. 9375 passed on February 16, 2021, the City Council has authorized the City’s execution of this Agreement.

F. The parties desire to enter into this Agreement for the purpose of setting forth the covenants, agreements and obligations of the City and the Company with respect to the Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree for the Term of this Agreement as follows:

ARTICLE I
Definitions and Construction

1.1 **Definitions.** Unless the context or use clearly indicates another or a different meaning or intent, for purposes of this Agreement the following definitions shall apply to the following capitalized word or phrase:

“**Applicable Laws**” shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, City Code, code interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, design guidelines, directive, policies, requirement or decision of or agreement with or by the City or other governmental bodies.

“**CERCLA**” shall have the meaning set forth in Section 6.24.

“**City**” shall mean the City of North Kansas City, Missouri, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri.

“**City Administrator**” shall mean the City Administrator (or his/her designee) of the City.

“**City Code**” shall mean the building, construction and zoning codes of the City and all other applicable laws and regulations of the City which are applicable to the Project.

“**City Council**” shall mean the governing body of the City.

“**Closing**” shall have the meaning set forth in Section 3.3.

“**Closing Date**” shall mean _____, 2021.

“**County**” shall mean Clay County, Missouri.

“**Cure Period**” shall have the meaning set forth in Section 5.1(a).

“**Development Plan**” shall have the meaning set forth in Section 2.1.

“**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.

“**Events of Default**” or “**Default**” shall have the meaning set forth in Section 5.1.

“**Force Majeure**” shall have the meaning set forth in Section 6.19.

“**Governmental Approvals**” shall have the meaning set forth in Section 2.4(a).

“**Infrastructure**” shall mean the “horizontal” or surface and subsurface improvements to service the Project improvements constructed and installed within, upon, and beneath the Project Site, including, but not limited to, open space design, conduits, sanitary and storm sewer lines, storm drainage and other utilities, fiber optic lines, lighting, streetscape, all of which

infrastructure shall be consistent with the studies prepared pursuant to the Development Plan and City Code.

“**Member**” or “**Members**” shall have the meaning ascribed to such term in the Operating Agreement of the Company.

“**Parties**” shall mean the City and the Company.

“**Parking Facility**” shall mean a surface parking facility comprised of approximately three hundred two (302) parking spaces developed in accordance with Article II hereof to be constructed, maintained, and operated as a parking facility by the City or the Company, as the case may be, on the Project Site, which will include approximately one hundred fifty-nine (159) parking spaces located on the portion of the Project Site owned by the Company and approximately one hundred forty-three (143) parking spaces located on the portion of the Project Site owned by the City (such number of parking spaces on each of the City-owned and Company-owned property to be increased or reduced in direct proportion for the number of total parking spaces identified on the Development Plan).

“**Plat**” shall have the meaning set forth in Section 2.3.

“**Pre-Closing Activities**” shall have the meaning set forth in Section 2.3.

“**Project**” shall have the meaning given in Recital C and include the Parking Facility and Infrastructure.

“**Project Site**” shall mean the property legally described in Exhibit A attached hereto.

“**Process**” shall have the meaning set forth in Section 2.4.

“**Reciprocal Easements Agreement**” shall have the meaning set forth in Section 2.3.

“**Substantial Completion**” and “**Substantially Complete**” shall have the meaning set forth in Section 2.5.

“**Term**” means the period beginning on the Effective Date and ending on the date of the termination of the Reciprocal Easements Agreement.

1.2 **Construction.** As used herein, words of any gender shall be deemed and construed to include correlative words of each other gender, and unless the context otherwise requires, the singular shall include the plural and vice-versa.

ARTICLE II

The Project and Development Process

2.1 **Description of Project.** The Project consists of the design, development, and construction of the Parking Facility. The City shall have the sole right to plan, design and carry out the Project in such manner as the City shall determine to be necessary or desirable, provided, however, that the Project is in substantial accordance and compliance with this Agreement, applicable City Code and the final development plan, including the subdivision plat with respect

to the Project approved by the City's Planning Commission and the City Council, as applicable, (the "**Development Plan**"). The Development Plan will, at a minimum, provide for:

- (a) Design and detail of construction of the Parking Facility;
- (b) The parking space and striping plan including location of parking to be owned by the City and parking to be owned by the Company as of the Closing;
- (c) The milling and overlayment of the surface of the existing parking lot on the Original Company Property, except that portion of the parking lot abutting the north side of the Company's building;
- (d) Demolition of existing structures on the Original City Property and construction of the parking surface on the Original City Property; and
- (e) The lighting plan (exclusive of lighting that Company will design, in its sole and absolute discretion and construct on the building owned by it lying immediately east of the Project Site commonly known as 1600 Swift Street (county tax parcel identification number 74-07-00-09-00-00-01-00-01-00-00) (the "**Company Adjacent Property**"), which such lighting will be installed to illuminate the east portion of the Parking Facility at the Company's sole cost and expense).

City will have no obligation to restore, construct, repair or perform other work with respect to the Company Adjacent Property.

2.2 Acquisition for Project. With respect to the Original Company Property, it is not contemplated by Company that the acquisition or termination of any real property rights from any third parties is necessary for the construction, installation and maintenance of the Project or any public improvements associated therewith. With respect to the Original City Property, it is contemplated by the City that the Original City Property will need to be acquired by the City and the City's covenants and obligations under this Agreement are strictly contingent upon acquisition of fee title to the Original City Property by the City. The City shall be under no obligation or requirement to exercise its power of eminent domain to acquire the Original City Property under this Agreement.

2.3 Pre-Closing Activities. After the Effective Date the City will undertake to complete the following activities for the Project (except as specified in this Section 2.3) (collectively, the "**Pre-Closing Activities**"):

- (a) City, at the City's cost and expense, will engage such surveyors, title companies, environmental consultants, planners, engineers, and consultants as the City determines necessary to perform due diligence of the Project Site and to prepare the Development Plan. Such Development Plan will be submitted to the Company for its commercially reasonable review and approval ("**Company Approvals**"), not to be withheld, delayed, or denied and also submitted for such other approvals, permits, land use approvals, zoning requirements and related regulatory review requirements necessary to implement the Project consistent with the City Code ("**Governmental Approvals**").

(b) The City, at the City's sole cost and expense, will, if required by City Code with respect to the Project, prepare a subdivision plat for the Project in accordance with applicable City ordinances (such plat, whether preliminary or final, and any other versions thereof required by the City Code, collectively, the "**Plat**") of the Project Site and submit the Plat to the City for Governmental Approvals. The Plat shall be consistent with the Development Plan. The Plat, and any subsequent rezoning or plat applications related to the Project, shall be prepared, filed and, as applicable, recorded by the City, at the sole cost and expense of the City.

(c) If required by City Code, the City, at the City's sole cost and expense, will prepare an application to rezone the Project Site, from its current zoning classification to such zoning as required for the Parking Facility, all in accordance with applicable City Code.

(d) City shall use reasonable efforts to acquire fee title to the Original City Property without, however, the use of the City's power of eminent domain.

(e) City and Company shall negotiate in good faith and agree upon, as a condition to Closing, a form of reciprocal easements agreement (the "**Reciprocal Easements Agreement**") to be executed and delivered by each of the City and the Company at Closing for filing in the records of the Office of Recorder of Deeds of Clay County, Missouri. The Reciprocal Easements Agreement will include covenants and obligations with respect to reciprocal easements rights over and upon those portions of the Project Site owned by the other Party hereto; insurance obligations, maintenance obligations, operational obligations, restrictions on use by area residential tenants, and traffic and parking controls for use of the parking spaces in the Parking Facility.

(f) City and Company shall determine, based upon the work of the surveyor retained by the City and the final survey as approved by City and the Company (such approval not to be unreasonably withheld, delayed or denied by the Company), the following: (i) the legal description of the portion of the Original City Property lying east of the north-south line depicted on **Exhibit B** attached hereto that will be conveyed by special warranty deed by the City to the Company (such portion, the "**New Company Property**"); and (ii) the legal description of the portion of the Original Company Property lying west of the north-south line depicted on **Exhibit B** attached hereto that will be conveyed by special warranty deed by the Company to the City (such portion, the "**New City Property**").

2.4 **Development Process.** Following the Closing, City shall perform the following undertakings in accordance with the process ("**Process**") set forth below:

(a) City shall exercise commercially reasonable efforts to obtain all Governmental Approvals for the Project;

(b) City shall commence construction of the Parking Facility and any Infrastructure within one hundred eighty (180) days after the Closing Date and thereafter proceed to continue such construction until Substantial Completion of the Project.

2.5 **Certificate of Substantial Completion.** After Substantial Completion of the Project in accordance with the provisions of this Agreement, the City will deliver to the Company a Certificate of Substantial Completion. “**Substantial Completion**” or “**Substantially Complete**” shall mean that the City shall have issued a certificate of occupancy by the City’s building official and shall have completed all work as required by this Agreement with respect to the Project.

2.6 **Project Zoning, Planning, Platting, and Construction.**

(a) Conformance with Agreement. The Project shall be developed, and the Project constructed in accordance with this Agreement and Applicable Laws.

(b) Zoning, Planning and Platting. The City and the Company agree to collaborate on any zoning, planning, and platting applications submitted in accordance with Applicable Laws by the Company or the City in due course and good faith.

(c) Cooperation by Company. With respect to any development, construction or other activity associated with the Project, the Company shall cooperate with and provide all necessary assistance to the City as may be occasioned by the Company’s ownership of a portion of the Project Site, including but not limited to execution of the Plat, and any applications in securing Governmental Approvals, and shall diligently process, review, and consider all such permits and approvals as may be required by Applicable Law and all such cooperation shall not be unreasonably withheld, delayed or denied.

(d) No Waiver. Nothing in this Agreement shall constitute a waiver of the City’s right to consider and approve or deny Governmental Approvals pursuant to the City’s regulatory authority as provided by City’s unified building code and applicable state law. The Company acknowledges that satisfaction of certain conditions contained in this Agreement may require the reasonable exercise of the City’s discretionary zoning authority by the City Council in accordance with the City’s zoning ordinance and Applicable Laws.

2.7 **Parking Credit for Company Adjacent Property.** The City agrees that, upon Closing and performance by the Company of its covenants and obligations under this Agreement, the New City Property will be a permanent “public parking credit” of seventy-one (71) parking spaces to the Company, in addition to the one hundred fifty-nine (159) parking spots owned by the Company, for future development or use of the Company Adjacent Property, pursuant to the provisions of Sec. 17.28.030.D.4 of the City Code, regardless of any subsequent amendment to the City Code that would be more restrictive. The “public parking credit” of the seventy-one (71) additional parking spaces shall be in perpetuity, whether or not the Project Site continues to be used and operated as a parking facility.

ARTICLE III
Title and Closing

3.1 **Title Commitment.** City will order from Thomson Affinity Title, LLC, with an address of 1000 Middlebrook Dr., Ste. C, Liberty, MO 64068, Attn: Greg Thomson (the “**Title**

Company) for delivery to City and Company at City's expense, a commitment for an owner's policy of title insurance for the New Company Property naming the Company as the proposed insured and in a proposed insurance amount of \$1,000,000 ("**Company Title Commitment**") and a commitment for an owner's policy of title insurance for the New City Property naming the City as the proposed insured and in a proposed insurance amount of \$1,000,000 ("**City Title Commitment**"), each issued by the Title Company (the Company Title Commitment and the City Title Commitment, collectively, the "**Title Commitments**" or generally and individually, a "**Title Commitment**").

3.2 **Defects and Cure.** If a Title Commitment discloses any items which, in the judgment of the proposed insured thereunder ("**Acquiring Party**"), constitute unpermitted claims, liens, exceptions, or conditions ("**Defects**"), the Acquiring Party will so notify the other Party hereto (the "**Conveying Party**"), in writing, within fifteen (15) days following receipt of such Title Commitment (any such notice, whether one or several, a "**Defects Notice**"). The Conveying Party will then, prior to the Closing Date ("**Cure Notice Period**") give notice to such Acquiring Party of the Conveying Party's election not to cure such Defects as it declines to do or is unable to cure ("**Cure Notice**"); however, in all events the Conveying Party will be obligated to cure or insure over, at the Conveying Party's expense, those Defects that arise or are caused as a result of any act or omission of any or all of the Conveying Party, its employees, agents and representatives, or are of a liquidated nature and can be cured by the payment of a definite or ascertainable amount ("**Mandatory Cure Defects**"). Any proposed cure of any Defects must be reasonably acceptable to the Acquiring Party. If the Conveying Party delivers the Cure Notice identifying Defects which it has elected not to cure, or if the Conveying Party fails to cause all Defects to be cured or insured over by the Title Company at or prior to Closing, then the Acquiring Party may elect either of the following: (i) to terminate this Agreement by written notice to the Conveying Party not later than the Closing Date, in which event neither party will have any further rights or obligations hereunder except as otherwise specifically provided in this Agreement; or (ii) to proceed to close subject to such uncured Defect; or (iii) in the case of an uncured Mandatory Cure Defect, pursue remedies for a default under this Agreement as set forth herein. The Acquiring Party will have the right to object to any additional matter raised by the Title Company or Surveyor after the date of the Defects Notice prior to the Closing Date. On the Closing Date, or such earlier time as the parties may hereafter agree to in writing, the Parties will close the transfer of the New City Property and the New Company Property that are to be transferred (the "**Closing**"). Closing will occur at the office of the Title Company.

3.3 **Closing Deliverables.**

(a) At Closing, the City will deliver to the Title Company for the benefit of Company (i) a special warranty deed duly executed by the City conveying to the Company fee title to the New Company Property subject to matters appearing of record but without any exception for liens or taxes that are delinquent or due and payable as of the Closing Date; (ii) a counterpart of the Reciprocal Easements Agreement duly executed by the City; and (iii) a policy of title insurance with respect to the New Company Property in the amount of \$1,000,000 subject to matters appearing of record but without any exception for liens or taxes that are delinquent or due and payable as of the Closing Date (or the Title Company's commitment to issue such policy; (iv) an "Entity Transferor" certification (as required under Section 1445 of the Internal Revenue

Code), confirming that City is a “United States Person”; (v) such funds as are necessary to pay the Title Company’s charges for escrow services, title examination fees, recording charges, and title insurance premiums and the City’s other financial obligations at Closing as set forth herein; (vi) an executed joint settlement statement; (vii) an affidavit as required by the title company sufficient to delete from the Company Title Commitment’s title policy exceptions for judgments, mechanic’s liens, and parties in possession.

(b) At Closing, the Company will deliver to the Title Company for the benefit of the City (i) a special warranty deed duly executed by the Company conveying to the City fee title to the New City Property subject to matters appearing of record but without any exception for liens or taxes that are delinquent or due and payable as of the Closing Date; (ii) a counterpart of the Reciprocal Easements Agreement duly executed by the Company; and (iii) a policy of title insurance with respect to the New City Property in the amount of \$1,000,000 subject to matters appearing of record but without any exception for liens or taxes that are delinquent or due and payable as of the Closing Date (or the Title Company’s commitment to issue such policy; (iv) an “Entity Transferor” certification (as required under Section 1445 of the Internal Revenue Code), confirming that Company is a “United States Person”; (v) an executed joint settlement statement; (vi) funds sufficient to satisfy Company’s financial obligations at Closing as set forth herein; (vii) an affidavit as required by the title company sufficient to delete from the Company Title Commitment’s title policy exceptions for judgments, mechanic’s liens, and parties in possession.

(c) All general state, county and city taxes and installments of special assessments (collectively, “**Taxes**”), levied or assessed against the New City Property and the New Company Property will be paid by the Party currently owning such property if due and payable on or before the Closing Date and will be paid by Party acquiring such property if due and payable thereafter; PROVIDED, HOWEVER, that the Taxes for the tax fiscal period in which the Closing Date occurs (the “**Proration Period**”) will be prorated between City and Company on and as of the Closing Date, and the Conveying Party will bear only that proportion of such Taxes which the number of days in the Proration Period to and including the Closing Date bears to the total number of days in the Proration Period. If the amount of Taxes for the Proration Period cannot be determined as of the Closing Date, such proration will be based on the Taxes for the immediately preceding tax fiscal period. The Acquiring Party expressly acknowledges and agrees that any and all special assessments with respect to the property that the Acquiring Party is acquiring which are payable in installments will continue to be paid in installments, and the Conveying Party with respect to such property will be obligated to pay only those installments which are due and payable on or before the Closing Date, and such Acquiring Party assumes and agrees to pay all installments thereof and all other Taxes which are due and payable after the Closing Date, subject to the foregoing provisions for proration of the Taxes for the Proration Period.

ARTICLE IV
Company Obligations, Representations,
And Warranties

4.1 **Project Operation and Maintenance.** The City and the Company shall be responsible for the operation and maintenance of its portion of the Project which it will own after all terms of this Agreement are met by the parties except as may be set forth in the Reciprocal Easements Agreement.

4.2 **Company Authorization.** The Company makes the following covenants, representations, and warranties to the City:

(a) Company is a limited liability company existing under the laws of the State of Missouri, has lawfully executed and delivered this Agreement acting by and through its members or managing member, has received all approvals necessary for it to enter into this Agreement and effectuate the purposes of this Agreement with respect to the Project, and the person executing this Agreement on behalf of Company is authorized to execute and deliver the same.

(b) There are no statutes, regulations or other laws which may prevent Company from entering into this Agreement or to perform or observe its obligations or undertakings contained herein.

(c) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, nor the consummation of the transactions contemplated by this Agreement, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is now a party or by which the Company is bound.

(d) This Agreement is the valid and binding obligation of Company, enforceable against the Company in accordance with its terms.

(e) There is no litigation or other proceedings pending or threatened against the Company or any other person affecting the right of the Company to execute or deliver this Agreement or the ability of the Company to comply with its obligations under this Agreement.

(f) Company is not a “foreign person” as that term is defined in Section 1445(f) (3) of the Internal Revenue Code, as amended, of the United States of America (the “Code”).

All representations, covenants and warranties of the Company contained in this Agreement, in any certificate or other instrument delivered by the Company pursuant to this Agreement, or otherwise made in conjunction with the Project transactions contemplated by this Agreement shall survive the execution and delivery of this Agreement and the Closing.

ARTICLE V
Default and Termination; Estoppel

5.1 **Events of Default Defined.** The following shall be “**Events of Default**” under this Agreement and the terms “**Events of Default**” and “**Default**” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to observe and perform any covenant, term condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured for a period of thirty (30) days after written notice from the City specifying the default (or if the default is not susceptible of cure within thirty (30) days, a period not to exceed sixty (60) days during which the Company diligently and in good faith proceeds to cure such default to completion (the “**Cure Period**”).

(b) The filing by the Company of a voluntary petition in bankruptcy, or failure by the Company to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the Company to carry on its operation, or adjudication of the Company as a bankrupt, or assignment by the Company for the benefit of creditors, or the entry by the Company into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Company in any proceedings whether voluntary or involuntary instituted under the provisions of the federal bankruptcy laws, as amended, or under any similar acts which may hereafter be enacted which is not dismissed within sixty (60) days.

(c) The failure of the Company to complete the Project in accordance with the provisions of this Agreement and subject to any extensions by the period of time equal to the delays caused by any Force Majeure Conditions.

(d) Failure by the City to observe and perform any covenant, term, condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured following the Cure Period.

5.2 **Remedies on Default.**

(a) Whenever any Event of Default shall have occurred and be continuing, the non-defaulting party shall have the right, at its option and without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Company or the City, as applicable, under this Agreement, including, but not limited to, terminating this Agreement, or instituting such proceedings as may be necessary or desirable, in the non-defaulting party’s sole opinion, to compensate the non-defaulting party for any damages resulting from all breaches by the defaulting party, including, but not limited to, a proceeding for breach of contract and/or damages.

(b) No delay or omission of a party to exercise any right or remedy occurring upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or acquiescence to such Event of Default. Every right and remedy given by this Article or by law may be exercised from time to time and as often

as may be deemed expedient by the City. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In case of a breach, the non-defaulting Party may nevertheless accept from the defaulting Party any payment or payments made under this Agreement without in any way waiving right of the non-defaulting Party to exercise any of its rights and remedies provided for in this Agreement with respect to any such default or defaults of the defaulting Party which were in existence at the time such payment or payments were accepted by the non-defaulting Party.

(c) The rights and remedies set forth herein and provided by law shall be construed as cumulative and continuing rights and may be exercised concurrently or alternatively. No one of them shall be exhausted by the exercise of such option on one or more occasions.

ARTICLE VI Miscellaneous

6.1 **Notices.** All notices shall be sent either by certified mail, return receipt requested, personal messenger or overnight delivery via a reputable overnight delivery service. Any notice sent by (a) certified mail, return receipt requested shall be deemed delivered two (2) days after deposited in the United States Mail; (b) personal messenger shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service addressed as specified below:

If to City:

City of North Kansas City, Missouri
Attention: City Administrator
2010 Howell Street
North Kansas City, Missouri 64116

With a copy to:

City of North Kansas City, Missouri
Attention: City Counselor
2010 Howell Street
North Kansas City, Missouri 64116

And

Bryan Cave Leighton Paisner LLP
Attention: Stephen S. Sparks
1200 Main Street, Suite 3800
Kansas City, Missouri 64105

If to the Company:

Storsafe IV, L.L.C.
c/o John E. Miller
1501 Burlington
North Kansas City, Missouri 64116
Email: jmillerssw@gmail.com

Such address may be changed by a party by giving the other party ten (10) days' notice of such change in writing.

6.2 **Severability.** If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, the City or the Company shall have the right to terminate this Agreement in the event that it determines that a material provision of this Agreement has been declared invalid or unenforceable by order of a court of competent jurisdiction. The provisions of this Section 6.2 shall survive the termination of this Agreement.

6.3 **Assignment.** Neither Party shall be permitted to sell and assign, to any other person or entity, any or all of this Agreement without the prior consent of the other Party hereto, which such consent may be withheld in such other Party's sole discretion.

6.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

6.5 **Survival.** The terms and covenants contained in this Agreement shall not be deemed to have merged at Closing, but will be deemed to survive Closing until the end of the Term.

6.6 **Consents and Approvals.** The City and Company commit to work harmoniously with each other, and except in instances where a consent or approval is specified to be within the sole discretion of either party, any consent or approval contemplated under this Agreement shall not be unreasonably withheld, denied, conditioned or delayed, except that the Company acknowledges that this covenant does not apply to Governmental Approvals, including permits required from the City in connection with the Project. Nothing herein shall be deemed to usurp the governmental authority or police powers of the City. The parties agree that the decision to approve the issuance of the Bonds is within the sole discretion of the City Council.

6.7 **Entire Agreement.** This Agreement incorporates all prior negotiations and discussions between the parties regarding its subject matter and represents the entire agreement of the City and Company for the Project. This Agreement may only be modified by written instrument executed by the parties.

6.8 **Headings.** The captions and section headings contained in this Agreement are for convenience of reference only and shall not be considered in any interpretation of the provisions of this Agreement.

6.9 **Negation of Partnership.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Company or as constituting the Company as the agent or representative of the City for any purpose or in any manner under this Agreement, it being understood that the Company is an independent contractor hereunder.

6.10 **Representatives not Individually Liable.** No member, official, representative or employee of the City shall be personally liable to the Company or any successor in interest in the event of any default or breach by the City for any amount which may become due to the Company or successor or on any obligations under the terms of the Agreement. No partner, member, representative or employee of the Company or any of its shareholders, directors, officers, employees or representatives shall be personally liable to the City in the event any default or breach by the Company for any amount which may become due to the City or on any obligations under the terms of this Agreement.

6.11 **Ancillary Documents.** The City and Company hereby agree that all other agreements and other documents to be executed by the parties to effectuate the transactions contemplated in this Agreement shall be consistent with the terms and conditions of this Agreement.

6.12 **Compliance with Applicable Laws.** Company agrees that in its execution and performance of Company's obligations, rights, responsibilities, and duties under this Agreement it shall do so in accordance with all Applicable Laws and that nothing contained in this Agreement shall be deemed to waive the requirements of any Applicable Laws or otherwise excuse Company from its compliance with any Applicable Laws.

6.13 **Payment or Performance on Saturday, Sunday or Holiday.** Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is a Saturday, Sunday, or legal holiday of the State of Missouri, then such payment or such performance shall be required on or by the immediately succeeding day that is not a Saturday, Sunday, or legal holiday of the State of Missouri.

6.14 **Incorporation of Recitals and Exhibits.** The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement. Unless otherwise provided herein, all exhibits attached hereto are incorporated herein by reference.

6.15 **Conflict of Terms.** It is the intention of the City and Company that if any provision of this Agreement is capable of two constructions, one of which would render this provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

6.16 **No Waiver.** No failure on the part of the City or Company to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

6.17 **No Tax Representations or Warranties.** The parties hereby agree that neither the City nor Company is making any representations or warranties to the others about the tax treatment, implications or treatment of the transactions contemplated in this Agreement. The City does not agree to offset, credit or pay to the Company any amount for any loss of benefit anticipated by the Company in the event that any tax exemptions are denied by third parties or by an order of a court. In such event, the Company agrees to pay all taxes finally determined to be due and owing along with any applicable interest and penalties.

6.18 **Costs and Expenses.** In consideration of this Agreement, and the agreements and covenants of the parties set forth herein, except as specifically set forth herein, each Party shall pay its own costs and expenses in connection with this Agreement or the transactions contemplated hereby.

6.19 **Force Majeure.** Notwithstanding any other provision of this Agreement to the contrary, neither the City nor the Company, as the case may be, nor any successor in interest, shall be considered in breach of or default in any of its obligations, including, but not limited to, the beginning and completion of construction, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control, including but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or of the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, malicious mischief, vandalism, inability (notwithstanding good faith and diligent efforts) to procure, or general shortage of, labor, equipment, facilities, materials, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, severe weather, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals, or delays of subcontractors due to such causes (“**Force Majeure**”), it being the purpose and intent of this section that in the event of the occurrence of any such enforced delays, the time or times for the performance of the covenants, provisions, and agreements of this Agreement shall be extended for the period of the enforced delay (including any time reasonably required to recommence performance due to such enforced delay).

6.20 **Insurance .** The City shall cause its contractors to, maintain adequate general liability insurance with respect to the Project and shall name the Company as an additional insured under such insurance policy.

6.21 **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

6.22 **Reserved.**

6.23 **Electronic Storage of Documents.** The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

6.24 **Project Environmental.**

(a) Each Party hereto covenants that, while in ownership or possession and control of all or any portion of the Project Site, it shall not place or cause to be placed, nor permit any other Person to place or cause to be placed, any Hazardous Substances on or about all or any portion of the Project Site in excess of *de minimis* quantities reasonably necessary to such Party's use of all or any portion of the Project Site during construction of the Project.

(b) To the extent permissible under Applicable Law, each Party hereby agrees to protect, defend, indemnify and hold harmless, the other Party hereto such other Party's respective, if any, council members, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, reasonable and necessary attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part: (i) the breach of the covenants of such indemnifying Party contained in subsection (a) above; (ii) such indemnifying Party's or such Party's employees', agents', contractors' or subcontractors' use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of Hazardous Substances on, under, from or about all or any portion of the Project Site, provided that such claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind do not arise out of or related to (x) the negligent acts or omissions of such indemnifying Party or (y) such indemnifying Party's performance under this Agreement which is prosecuted without negligence or intentional misconduct; or (iii) any other activity carried on or undertaken on all or any portion of the Project Site by such indemnifying Party or any employees, agents, contractors or subcontractors of such indemnifying Party in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance at any time located, transported or present on, under, from, to or about all or any portion of the Project Site, including without limitation: (A) the cost of any required or necessary repair, cleanup or detoxification of any portion of the Project Site and the preparation and implementation of any closure, remedial or other required plans; and (B) liability for personal injury or property damage arising under any statute or common law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of any abnormally dangerous activity.

(c) The foregoing indemnity obligation includes without limitation: (i) the costs of removal or remedial action incurred by the United States government or the State or response costs incurred by any other person, or damages from injury to, destruction of or loss of natural resources, including the cost of assessing such injury, destruction or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (“**CERCLA**”), 42 U.S.C. §9601 *et seq.*; (ii) the clean-up reasonable and necessary costs, fines, damages or penalties incurred pursuant to any applicable provisions of State law; and (iii) the reasonable and necessary cost and expenses of abatement, correction or cleanup, fines, damages, response costs or penalties which arise from the provisions of any other Applicable Law.

(d) The foregoing indemnity shall further apply to any residual contamination on, under, from or about all or any portion of the Project or affecting any natural resources, arising in connection with the use, handling, generation, manufacturing, production, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any such Hazardous Substance on, under, from or about all or any portion of the Project and irrespective of whether any of such activities were or will be undertaken in accordance with any Applicable Laws. This indemnity is intended to be operable under 42 U.S.C. Section 9607(e) (1), and any successor section thereof, and shall survive the Closing under this Agreement in all respects.

(e) The foregoing indemnity obligations include within them all costs and expenses (including, without limitation, reasonable and necessary attorneys’ fees) incurred in enforcing any right to indemnity contained in this Agreement.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and attested by its duly authorized officers. The City has caused this Agreement to be executed in its name with its affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Don Stielow, Mayor

ATTEST:

By: _____
Crystal Doss, City Clerk

STORSAFE IV, L.L.C.

By: _____
Printed Name: John E. Miller
Its: Managing Member

EXHIBIT A-1

ORIGINAL CITY PROPERTY LEGAL DESCRIPTION

GUASTELLO PROPERTY:

Tract 1:

All that part of the Southeast Quarter of the Southwest Quarter of Section 14, Township 50 North, Range 33 West, in North Kansas City, Clay County, Missouri, more particularly described as follows: Beginning at a point in the East line of Clay Street, which point is 30 feet North and 409.66 feet West of the Southeast corner of said Quarter Quarter Section; thence North along the East line of said Clay Street, 410 feet; thence East at right angles to the last described course, 130.56 feet to the point in the West line of a 17 foot strip of land condemned by the Chicago, Burlington and Quincy Railroad Company in Civil Action No. 2042 in the District Court of the United States of the Western Division of the Western District of the State of Missouri, said strip being the National Bellas Hess lead tract right-of-way in the Decree rendered June 28, 1946, in said suit; thence South along the West line of said 17 foot strip, 410.39 feet to a point in the North line of 16th Avenue, said point being 30 feet North of the South line of said Quarter Quarter Section; thence West along the North line of said 16th Avenue, 129.16 feet to the point of beginning, Except part in E 16th Ave.

Tract 2:

All of the South 65 feet of the following described tract of land: All that part of the Southeast Quarter of the Southwest Quarter of Section 14, Township 50, Range 33, in North Kansas City, Clay County, Missouri, described as follows: Beginning at a point in the East line of Clay Street, 410 feet North of the North line of 16th Avenue, said point being the Northwest corner of a tract of land conveyed to General Electric Company by Deed recorded June 14, 1948 as Document No. A-10201 in Book 419 at Page 621; thence East along the North line of said General Electric Tract, 130.56 feet (deed) 130.99 feet (measured) to a point in the West line of a 17-foot strip of land condemned for switch tract purposes by the Chicago, Burlington & Quincy Railroad Company in Civil Action No. 2042 in the District Court of the United States for the Western Division of the Western District of Missouri, being the strip designated "National Bellas-Hess Lead Off Burlington Avenue Lead" in the Decree rendered June 28, 1946, in said suit; thence Northerly along the West line of said 17-foot strip, 246.57 feet, more or less (deed), 247.19 feet (measured) to a point in the South line of the second tract conveyed to Real Estate Investment Company by Deed dated January 18, 1944 and recorded in Book 366 at Page 59; thence West along the South line of said tract, 118.91 feet, more or less (deed) 111.39 feet (measured) to a point in the Northerly extension of the East line of Clay Street; thence South along said extension and along the East line of Clay Street, 245.95 feet, more or less to the point of beginning.

Tract 3:

The easement estate for Ingress and Egress, created by the Deed recorded December 1, 1982 as Document No. E-46994 in Book 1479 at Page 406, covering the Land described as follows: All of the South 44.52 feet of the following described tract of land: All that part of the Southeast Quarter of the Southwest Quarter of Section 14, Township 50, Range 33, in North Kansas City, Clay County, Missouri, described as follows: Beginning at a point 460.48 feet North of a point

459.56 feet (deed) 460.31 feet (measured) West of the Southeast corner of the Southwest Quarter of Section 14, said point being the Northwest corner of a strip of land, known as Clay Street as dedicated to public use by Deed recorded as Document No. A-21748 in Book 446 at Page 329; thence North along the extension of the West line of said strip and along a line parallel with and 364 feet East of the East line of Burlington Avenue, 390.72 feet to a point in the South line of 18th Avenue; thence East along said South line of 18th Avenue, 50 feet more or less to a point, 362.51 feet West of the West line of Swift Street; thence South 150 feet to a point 362 feet West of the West line of Swift Street; thence South 15.23 feet to a point 362 feet West of the West line of Swift Street; thence continuing South along the Northerly extension of the East line of Clay Street as dedicated by said Deed recorded in Book 446 at Page 329 to the Northeast corner of the strip so dedicated said corner being 460.48 feet North of a point 409.66 feet (deed) 410.31 feet (measured) West of the Southeast corner of said Section 14; thence West 50 feet to the point of beginning, Excepting the North 290.72 feet of said described tract.

BNSF PROPERTY:

Tract 4:

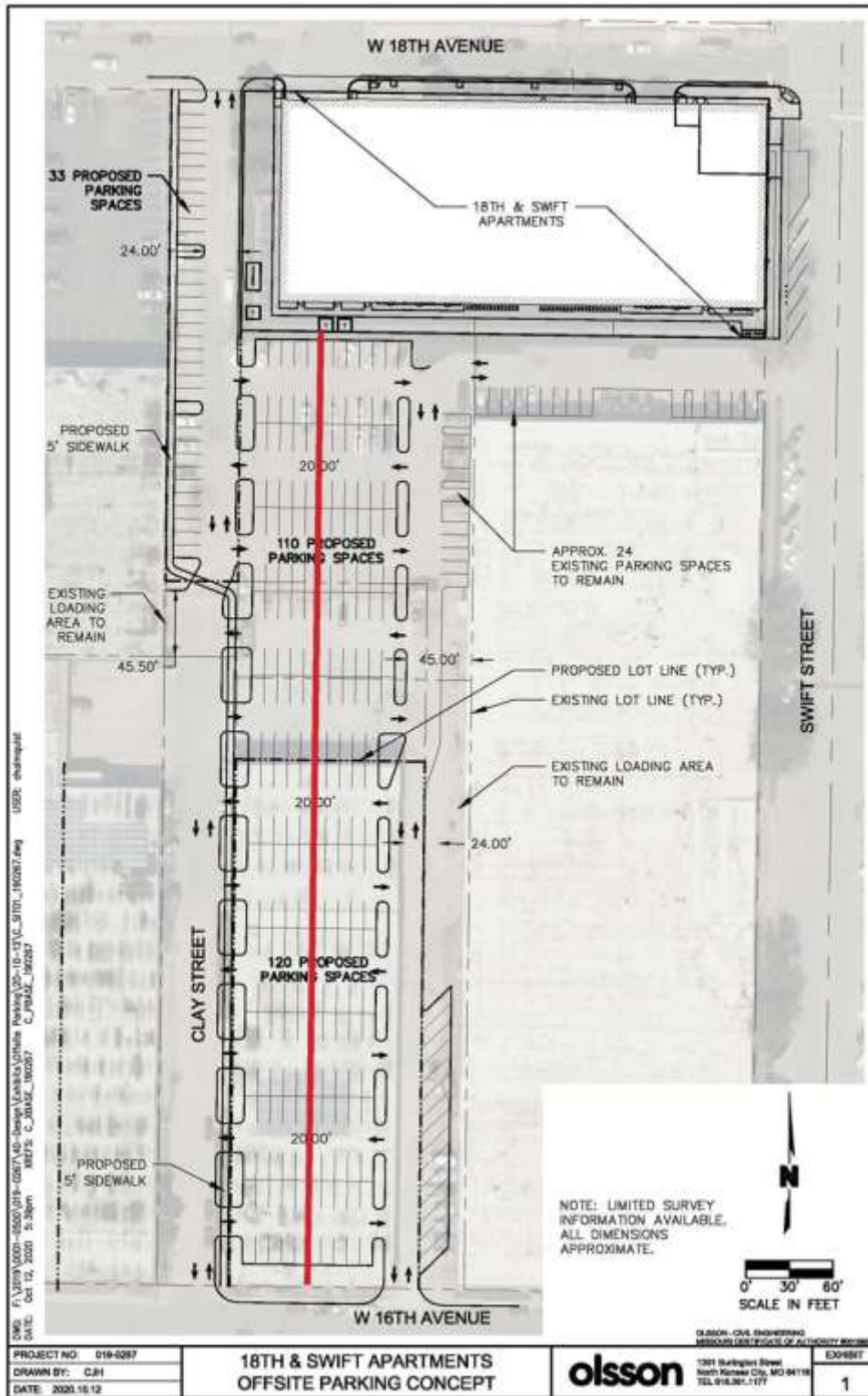
A tract of land in the Southwest Quarter of Section 14 Township 50 North, Range 33 West of the 5th Principal Meridian in North Kansas City, Clay County, Missouri being bounded and described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence North 00 minutes 52 minutes 29 seconds East on the East line of said Southwest Quarter, 30.00 feet; thence leaving said East line, North 89 minutes 08 minutes 09 seconds West, 50.00 feet to the Southeast corner of Tract I, Missouri Special Warranty Deed recorded in Book 2581 at Page 172 also being the existing North right-of-way line of E 16th Ave as now established; thence continuing North 89 minutes 08 minutes 09 seconds West on the South line of said Tract I and said existing North right-of-way line, 213.50 feet to the Southwest corner of said Tract I, said point also being the point of beginning of the tract of land to be herein described; thence continuing North 89 minutes 08 minutes 09 seconds West on said existing North right-of-way line, 16.85 feet; thence North 00 minutes 52 minutes 16 seconds East, 474.30 feet to a point on the South line of Tract V of said Missouri Special Warranty Deed; thence South 89 minutes 08 minutes 09 seconds East on said South line, 16.88 feet to the Southeast corner of said Tract V also being a point on the West line of said Tract I; thence South 00 minutes 52 minutes 29 seconds West on said West line, 474.30 feet to the point of beginning.

EXHIBIT A-2

ORIGINAL COMPANY PROPERTY LEGAL DESCRIPTION

EXHIBIT B

PRELIMINARY PARKING CONCEPT



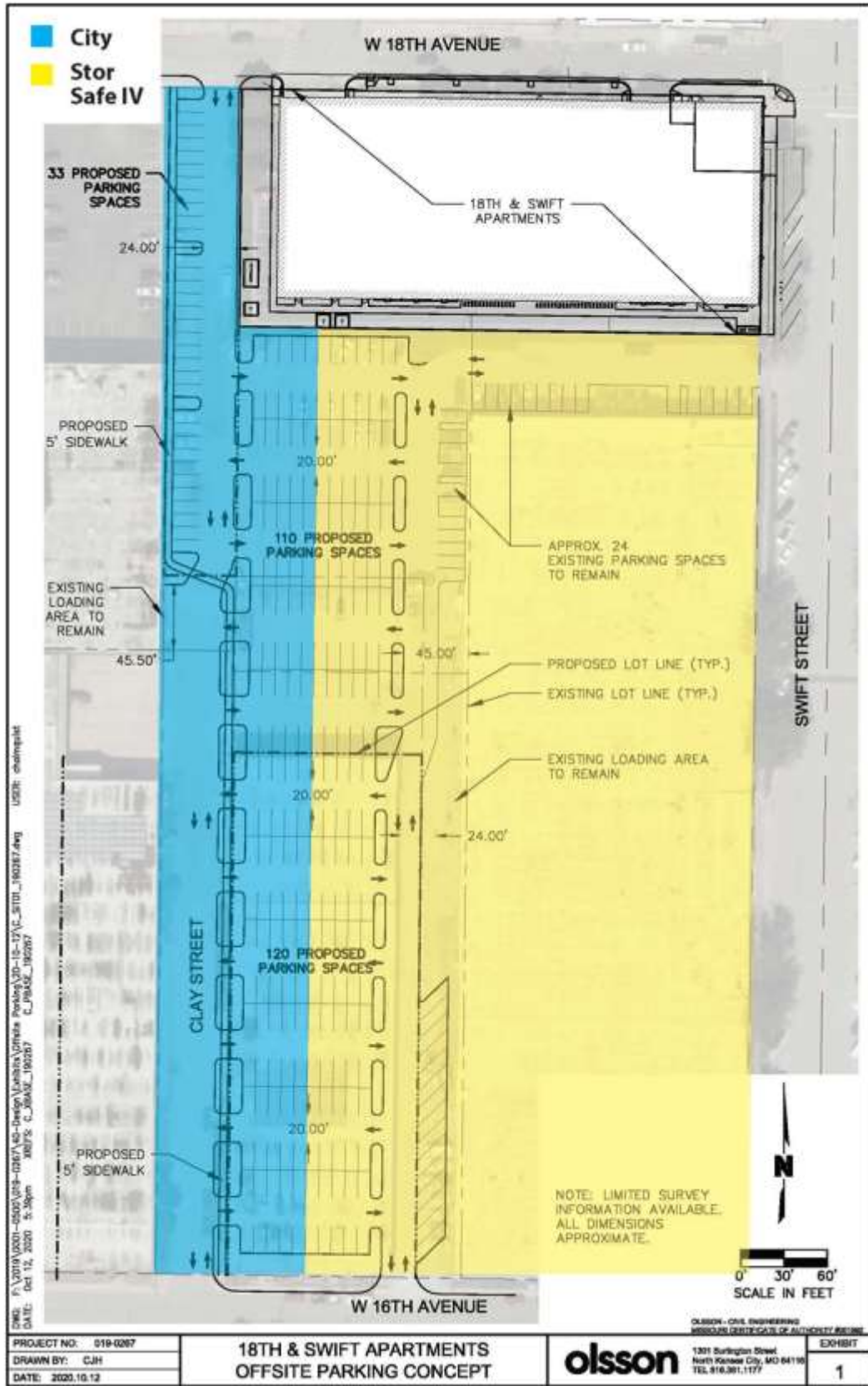


EXHIBIT “2”

RECIPROCAL EASEMENTS AGREEMENT

THIS RECIPROCAL EASEMENTS AGREEMENT (“**Agreement**”) is made as of the ____ day of _____, 2021, by and between **CITY OF NORTH KANSAS CITY**, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”), as *grantor* hereunder with an address of 2010 Howell Street, North Kansas City, Missouri 64116, and **STORSAFE IV, L.L.C.**, a Missouri limited liability company (the “**Company**”), as *grantee* hereunder with an address of 1501 Burlington, North Kansas City, Missouri 64116. The Company and the City, and their respective successors in fee title to their respectively owned Property (defined below), are sometimes referred to herein as an “**Owner**” or, collectively, as “**Owners**”).

RECITALS

A. City owns fee title to parcels of real property which are legally described on **Exhibit “A”** attached hereto and made a part hereof by this reference (the “**City Parcel**”).

B. Company owns fee title to parcels of real property which are legally described on **Exhibit “B”** attached hereto and made a part hereof by this reference (the “**Company Parcel**”). The City Parcel and the Company Parcel are hereinafter collectively the “**Properties**”, or individually sometimes as “**Property**”.

C. City and Company each desire to create certain mutual rights of use between the City Parcel and the Company Parcel for operation of the Properties as a surface parking facility comprised of approximately three hundred two (302) parking spaces developed in accordance with that certain Parking Development Agreement by and between the City and the Company dated as of February __, 2021 (“**Development Agreement**”) to be constructed, maintained, and operated as a parking facility by the City or the Company, as the case may be, on the Properties (the “**Parking Facility**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable considerations, it is hereby agreed as follows:

1. **Grant of Access Easements.**

1.1. **Company Parcel Access Easement.** Company hereby grants to City and to any other entity now or hereafter holding an ownership interest in fee in all or any portion of the City Parcel a non-exclusive surface easement for the purpose of general public pedestrian and vehicular traffic across the Company Parcel to and from the City Parcel, the public right of way now known as Swift Street, and the public right of way now known as W. 16th Avenue (“**Company Parcel Access Easement**”).

1.2. **City Parcel Access Easement.** City hereby grants to Company and to any other entity now or hereafter holding an ownership interest in fee in all or any portion of the Company Parcel a non-exclusive surface easement for the purpose of pedestrian and vehicular traffic across the City Parcel between the Company Parcel and the public right of way now known as W. 18th Avenue (“**City Parcel Access Easement**”).

2. **Grant of Company Parcel Parking Easement.** Company hereby grants to City and to any other entity now or hereafter holding an ownership interest in fee in all or any portion of the City Parcel an exclusive easement for use of the Company Parcel for construction, installation, replacement, repair, maintenance, and operation of the Parking Facility upon the Properties (“**Company Parcel Parking Easement**”). The foregoing grant is subject to the duties and obligation of the Parties as set forth in Section 7.

3. **Grant of Infrastructure Easement.** Company hereby grants to City and to any other entity now or hereafter holding an ownership interest in fee in all or any portion of the City Parcel a non-exclusive easement for the construction, installation, replacement, repair, maintenance, and operation of Infrastructure upon the Company Parcel (“**Infrastructure Easement**”). “**Infrastructure**” shall mean the “horizontal” or surface and subsurface improvements to service the Project improvements, as required by the City, constructed and installed within, upon, and beneath the Properties, including, but not limited to, open space design, conduits, sanitary and storm sewer lines, storm drainage and other utilities, fiber optic lines, lighting, streetscape, all of which infrastructure shall be consistent with the Development Agreement. The foregoing grant is subject to the duties and obligation of the Parties as set forth in Section 7.

4. **Grant of Sign Easement.** Company hereby grants, conveys and assigns to City, and any other entity now or hereafter holding an ownership interest in fee in all or any portion of the City Parcel, a non-exclusive easement for the access to and construction and maintenance of signs advertising the public parking operated on the Properties (the “**Sign Easement**”). Such signs will be constructed and maintained by City in accordance with applicable law.

5. **Unimpeded Access.** Owners agree that, except as otherwise may be done pursuant to a parking plan agreed to in writing by all the Owners¹, no barricade or other divider will be constructed over any of the easements granted hereby and the Owners will do nothing to

¹ NTD: the traffic flow plan/design may be best confirmed off of the public record in order to create flexibility in revision and adjustment.

prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular traffic over such easements.

6. **Use of Easements.** Subject to review and approval by the Company, not to be unreasonably withheld, denied or delayed, the reasonable operational rules and regulations (including zoning) adopted by the City for the use of the Properties as the Parking Facility, the use of all easements created by this Agreement will, in each instance, be non-exclusive, unless otherwise specifically identified herein as exclusive, and shall exist for the use and benefit of the Owners, their respective successors, assigns, and such agents, customers, invitees, licensees, employees, servants, contractors, mortgagees, tenants and tenants' customers, invitees, employees, servants, licensees, contractors and agents as might be designated by each Owner from time to time (all of which persons are hereafter called "**Permittees**"). Additionally, the Parking Facility and the Company Parcel Parking Easement shall also exist for the use and benefit of citizens and the general public. The City may, at any time and from time to time, in accordance with applicable law, remove, exclude and restrain any person from the use, occupancy or enjoyment of any easement hereby created or the area covered thereby for failure to observe the reasonable rules and regulations established as provided herein. No Permittee shall be permitted to use the Parking Facility for overnight or long-term storage parking.

7. **Operation, Construction and Maintenance of Parking Facility and Infrastructure.** City agrees that it will be responsible for the costs, fees and expenses associated with the design and construction of the Parking Facility in compliance with the City Code (as such term is defined in the Development Agreement), the Development Agreement and the Development Plan (as defined in the Development Agreement). Each Owner will be solely entitled to and responsible for the continuing operation, repair, replacement, and maintenance for the portions of the Properties, including Infrastructure, owned by the Owner thereof, at the sole cost and expense of such owning Owner. For the avoidance of doubt the City Parcel and the Company Parcel will each be operated by the City as a public parking facility, subject to the requirements of the City Code. Notwithstanding the foregoing, during the term of this Agreement, the City will be responsible for snow removal on each of the City Parcel and the Company Parcel in accordance with the City's practices and policies for snow removal on City owned properties and public rights of way, such snow removal to be performed at the City's sole cost and expense.

8. **Duration.** This Agreement and each easement created hereunder will be perpetual and will forever run with the land which is benefited by each such easement; provided that each of the Company and the City may, in the exercise of its sole and absolute discretion, terminate this Agreement by providing one hundred twenty (120) days' advance written notice to the other Party (at the addresses set forth in Section 13.2). Notwithstanding the termination of this Agreement, the provisions of this Agreement pursuant to which the City provides the non-exclusive easement for the purpose of pedestrian and vehicular traffic across the City Parcel between the Company Parcel and the public right of way now known as W. 18th Avenue shall continue so long as the City owns the City Parcel.

9. **Indemnity and Insurance.** To the extent permitted by applicable law, Company agrees to defend, indemnify and hold harmless each other Owner from any and all claims,

assertions, losses, costs, expenses or liabilities which may arise from or in connection with the use of the easements hereby created, to the extent that such use occurs within the boundaries of the Property of Company. To the extent permitted by applicable law, City agrees to defend, indemnify and hold harmless each other Owner from any and all claims, assertions, losses, costs, expenses or liabilities which may arise from or in connection with the use of the easements hereby created, to the extent that such use occurs within the boundaries of the Property of City. The Owner of each Property on which construction is performed agrees to defend, indemnify and hold harmless each other Owner and each other Owner's property, and the improvements located thereon, from all loss, cost, damage, liability and expense (including reasonable attorneys' fees and expenses) resulting from the assertion of any mechanic's, materialmen's or other liens. On each of the properties described herein that an Owner owns and/or upon, over, under, across or through which an Owner has granted an easement or license pursuant to this Agreement, such owning Owner or granting Owner, as the case may be, agrees to maintain or cause to be maintained, policies of public liability insurance in which limits of coverage shall not be less than Two Million and No/100 Dollars (\$2,000,000.00) (combined single limit bodily injury and property damage), and policies of fire and extended coverage insurance issued by reputable companies in amounts and on policy terms which are reasonable and customary for the improvements of such Owner. Such insurance will include indemnification coverage permitting each Owner to make claims under such insurance pursuant to the indemnifications contained herein. Each Owner releases each other Owner from any liability for any loss or damage of the type provided by fire and extended coverage insurance, and grants to each other Owner, on behalf of any insurer providing such insurance, a waiver of any right of subrogation which any insurer of any Owner might acquire against any other Owner by virtue of payment of any loss covered by such insurance.

10. Appurtenant Easements; Binding on Successors.

10.1. **Appurtenant Easements.** Each of the easements and rights created by this Agreement are appurtenant to the City Parcel and the Company Parcel and may not be transferred, assigned or encumbered except as an appurtenance to such property. For the purpose of each such easement and right, the benefited property will constitute the dominant estate and the burdened property will constitute the servient estate.

10.2. **Effect of Covenants.** Each covenant contained in this Agreement (a) is made for the direct, mutual and reciprocal benefit of each other development property now or hereafter constituting a part of the City Parcel and the Company Parcel; (b) creates mutual equitable servitudes on each development property in favor of each other development property; (c) constitutes a covenant running with the land; (d) binds every Owner now having or hereafter acquiring an interest in any of the development property; and (e) will inure to the benefit of each Owner and each Owner's successors, assigns and mortgagees.

11. **Amendment.** This Agreement and any provision herein contained may be terminated, extended, modified or amended only with the express written consent of all of the Owners of the real property affected hereby. No amendment, modification, extension or termination of this Agreement will affect the rights of the holder of any mortgage constituting a lien on any portion of the property unless such mortgagee consents to the same.

12. **Default and Remedies.** The Owners agree that the provisions of this Agreement will be enforced as follows:

12.1. **Injunctive Relief.** In the event of any violation or threatened violation by any Owner of any of the provisions of this Agreement, in addition to the right to collect damages, each Owner will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the violation will be given to the Owner claimed to have committed such violation.

12.2. **Self Help.** In the event any Owner fails to perform any of the provisions of this Agreement, any other Owner will have the right, without being obligated to so do, to enter upon the property and improvements of such defaulting Owner and perform the obligations of the defaulting Owner hereunder; provided, however, that written notice of such intention, specifying the nature of the alleged default and the actions to be performed, has been given to the defaulting Owner not less than ten (10) days prior to the commencement of such action, or not less than twenty-four (24) hours prior to such commencement if in the reasonable judgment of the Owner giving notice such default is of an emergency nature. During such ten (10) day or twenty-four (24) hour period, as the case may be, the defaulting Owner will have the right to perform or commence performance of action appropriate to remedy such default. Provided such action is diligently carried to completion, the right of such other Owner to perform the obligation of the defaulting Owner will terminate. If an Owner elects to perform the action to have been performed by a defaulting Owner, on completion of such action, or from time to time, if the action is of a continuing nature, an itemized statement of the cost thereof will be submitted to the defaulting Owner and the amount thereof will be immediately due and payable by the defaulting Owner which amount will bear interest at the rate of five percent (5%) per annum until paid, or, if such rate exceeds the highest legal rate, then at the highest legal rate of interest.

12.3. **Force Majeure.** If performance of any action by any Owner is prevented or delayed by act of God, war, labor disputes or other cause beyond the reasonable control of such Owner, the time for the performance of such action will be extended for the period that such action is delayed or prevented by such cause beyond the control of such Owner.

12.4. **Notice of Default.** An Owner will not be in default under this Agreement unless the Owner has received written notice specifying the nature of such default and has failed to cure or commence appropriate action to cure such default within the times herein provided.

12.5. **No Termination.** No breach of this Agreement will entitle any Owner to cancel, rescind or otherwise terminate this Agreement. The foregoing limitation will not affect, in any manner, any other right or remedy which any Owner might have by reason of any breach of this Agreement.

13. **Miscellaneous.** The Owners further agree as follows:

13.1. **Approvals.** When approval by any Owner is required hereunder, such approval will not be unreasonably withheld, delayed or denied. Unless provision is made for a specific period of time, the period of time in which approval will be granted shall be thirty (30) days, and if an Owner neither approves nor disapproves of a proposed action within that period,

the Owner will be deemed to have given such Owner's approval. If an Owner disapproves any action proposed by another Owner hereunder, such disapproval will not be effective unless the reasons for such disapproval are stated in writing.

13.2. **Notices.** All notices, statements, demands, approvals and other communications given pursuant to this Agreement will be in writing. Notices to be given hereunder may be personally delivered, sent by restricted or certified mail postage prepaid, or sent by overnight delivery service or by facsimile transmission, to the following addresses:

If to City:

City of North Kansas City, Missouri
Attention: City Administrator
2010 Howell Street
North Kansas City, Missouri 64116

With a copy to:

City of North Kansas City, Missouri
Attention: City Counselor
2010 Howell Street
North Kansas City, Missouri 64116

And

Bryan Cave Leighton Paisner LLP
Attention: Stephen S. Sparks
1200 Main Street, Suite 3800
Kansas City, Missouri 64105

If to the Company:

Storsafe IV, L.L.C.
c/o John E. Miller
1501 Burlington
North Kansas City, Missouri 64116
email: jmillerssw@gmail.com

Such address may be changed by a party by giving the other party ten (10) days' notice of such change in writing.

Notices which are mailed shall be deemed received the third (3rd) day after posting; notices sent by personal delivery or sent by facsimile transmission shall be deemed received the day after the same are delivered or sent; and notices sent by overnight delivery shall be deemed received the second (2nd) day following the date they are sent.

13.3. **Reserved**

13.4. **Waiver of Default.** No waiver of any default by any Owner will be implied from the failure by any other Owner to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Owner will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any Owner might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any Owner will not impair such Owner's standing to exercise any other right or remedy.

13.5. **No Partnership.** Nothing contained in this Agreement and no action by the Owners will be deemed or construed by the Owners or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any other association between or among any or all of the Owners.

13.6. **Severability.** If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

13.7. **Governing Law.** This Agreement will be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of Missouri.

13.8. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri, or any other appropriate court in such County, and the Parties covenant and agree to submit to the personal jurisdiction of such court in the event of such action.

13.9. **Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

13.10. **Captions.** The captions of the Sections of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained and shall not affect the interpretation or construction of the provisions herein contained.

13.11. **Time.** Time is of the essence of this Agreement.

13.12. **Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing; (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing; (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he or she is signing is bound.

13.13. **Binding Effect.** The provisions of this Agreement will be binding on the Owners and their respective successors, assigns and mortgagees to the extent herein provided.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and attested by its duly authorized officers. The City has caused this Agreement to be executed in its name with its affixed seal and attested by its duly authorized officers. All of the above occurred as of the date first above written.

[signatures to follow]

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Don Stielow, Mayor

ATTEST:

By: _____
Crystal Doss, City Clerk

APPROVED AS TO FORM:

Thomas E. Barzee, Jr., City Counselor

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this ___ day of _____, 2021, before me personally appeared Don Stielow, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say such person is the Mayor of **CITY OF NORTH KANSAS CITY, MISSOURI**, a municipal corporation duly organized under the laws of the State of Missouri, and acknowledged said instrument to be such person’s free act and deed and the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

STORSAFE IV, L.L.C.

By: _____
Printed Name: John E. Miller
Its: Managing Member

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this _____ day of _____ in the year 2021, before me, _____, a Notary Public in and for said state, personally appeared John E. Miller, Managing Member of **STORSAFE IV, L.L.C.**, a Missouri limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in _____, Missouri, the day and year last above written.

Printed Name: _____
Notary Public in and for
said County and State

My Commission Expires:

(The Notary Public must type or print his/her name immediately beneath his/her signature.)

EXHIBIT A

“CITY PARCEL”

EXHIBIT B

“COMPANY PARCEL”

MEMORANDUM

TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: February 16, 2021

RE: 18th & Swift Parking Purchase Agreement & Development Agreement Amendments

As previously discussed, City staff and 18th & Swift, LLC (the “Developer”) have been working to implement a revised parking agreement that will swap the City’s 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the Storsafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer.

The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer’s parking structure.

The net result of this transaction will be greater number of public parking spaces on a new surface lot and additional parking for residents and visitors to adjacent businesses.

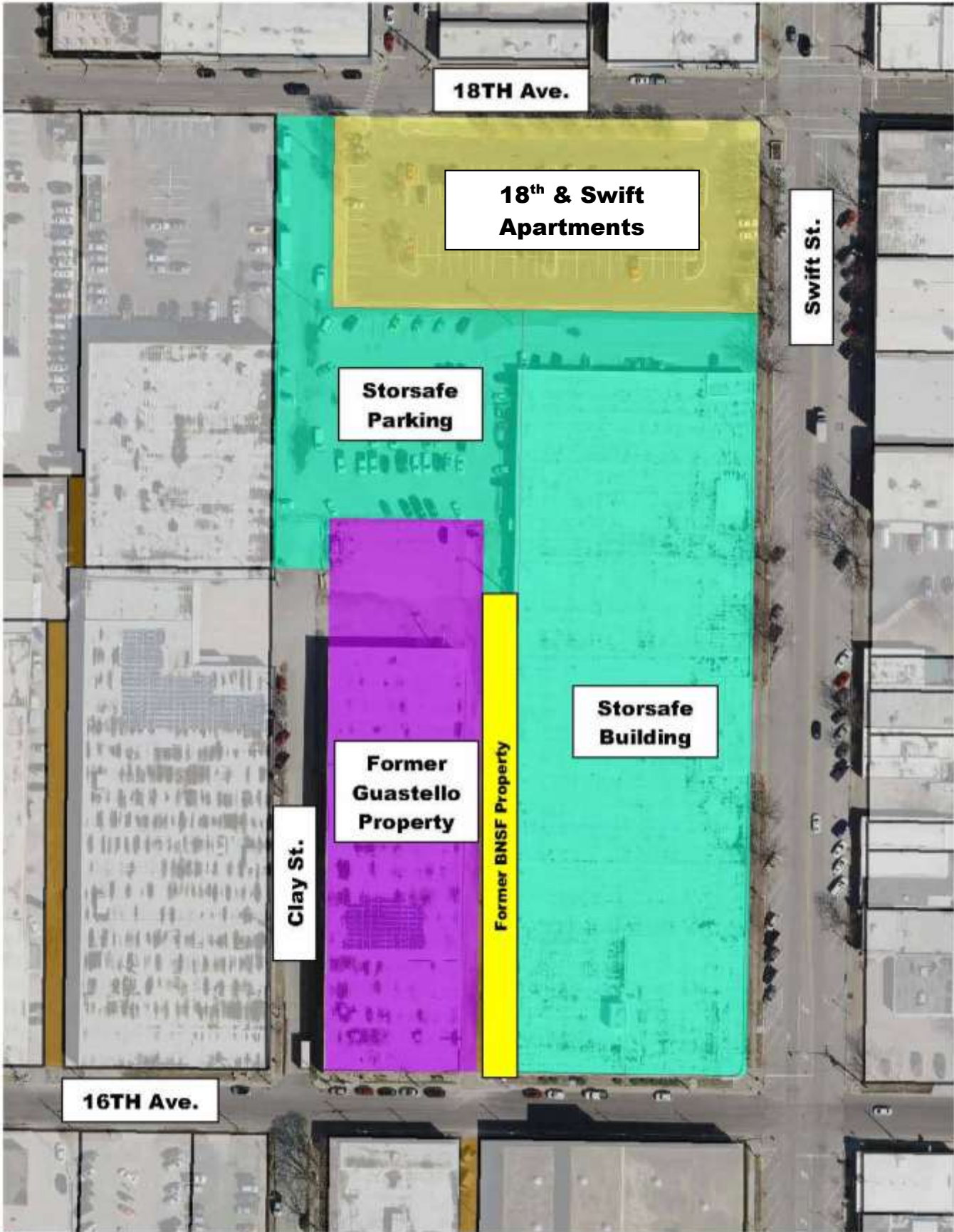
The financial impact is summarized as follows:

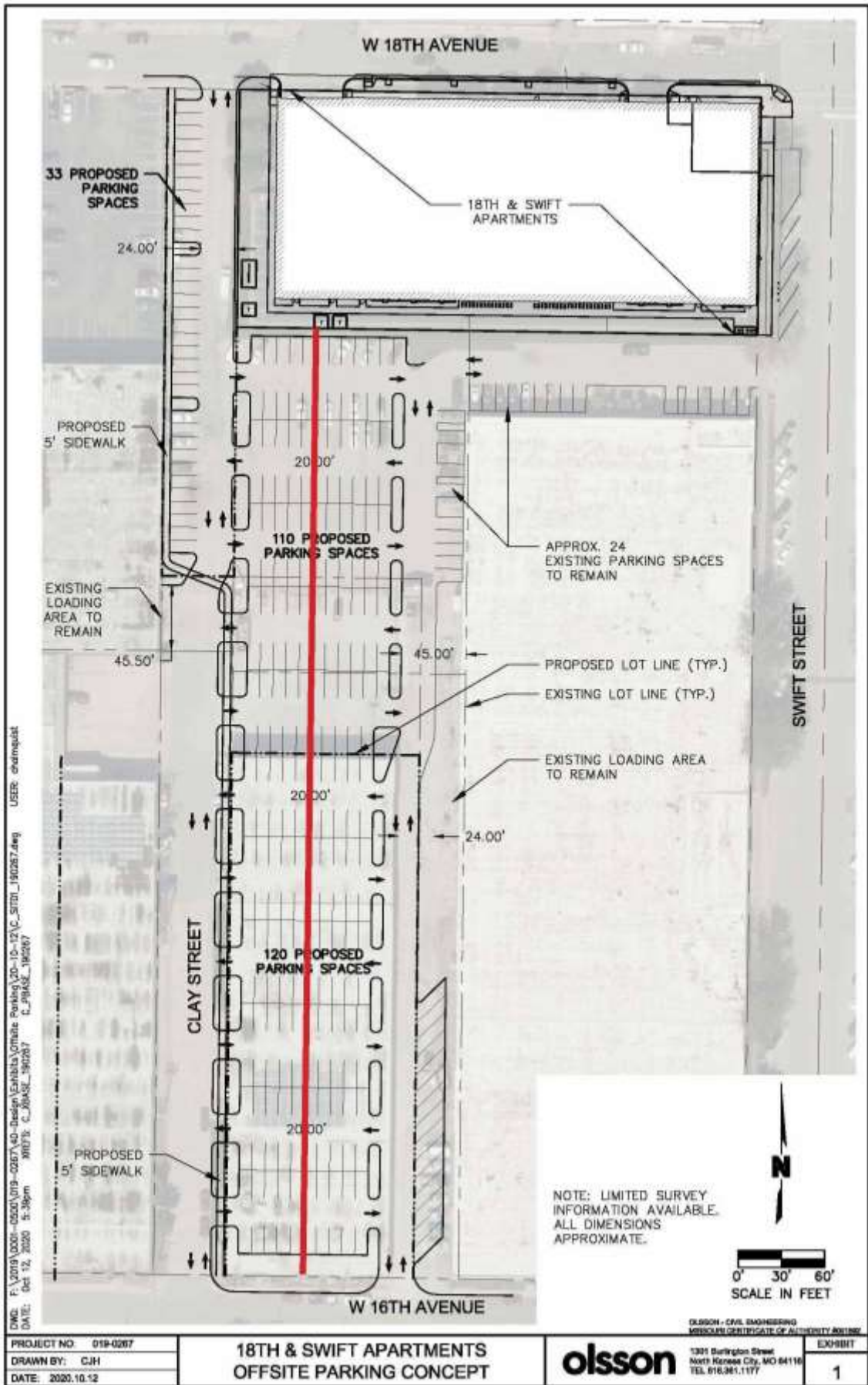
- The City will forgo the \$600,000 Public Parking Shared Cost payment to the Developer.
- The City will forgo the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District (“CID”). The CID will now be terminated and the City will save the costs of administering the CID over the next 25 years.
- The City will purchase the surface parking lot from the Developer for \$1.00.
- The City will be responsible for demolition and construction related to the surface parking lot. The estimated cost this work is approximately \$500,000.

In addition to the transaction with the Developer, the parking agreement involves a property swap with Storsafe IV, who owns the adjacent Storsafe building. The City and Storsafe IV will jointly construct a lot with approximately 300 spaces and the ownership of the lot will be divided between the City and Storsafe (see the site plan attached to this memorandum). The new City parking will have direct access onto both W. 18th and W. 16th Avenues as well as Swift St. The new parking will be constructed pursuant to the Parking Development Agreement and the Reciprocal Easement Agreement and the City and Storsafe will separately own their respective parking lots.

In order to implement the new parking arrangement with the Developer, the City Council is being asked to consider the following actions:

1. Ordinance approving the PARKING DEVELOPMENT AGREEMENT and RECIPROCAL EASEMENTS AGREEMENT between the City and Storsafe relating to the development, ownership and mutual use of the new parking. The PARKING DEVELOPMENT AGREEMENT implements the land swaps between Storsafe and the City and details the construction of the new City parking lot. The RECIPROCAL EASEMENTS AGREEMENT creates mutual rights of use between the City parking parcel and the Storsafe parcel for operation of a surface parking lot of approximately 300 spaces. Each party will have rights of access to the parking lots.
2. Ordinance approving an AGREEMENT OF PURCHASE AND SALE between the Developer and the City. This property was formerly owned by George Guastello and the BNSF railroad. The City will purchase for \$1.00 and the purchase is conditioned on an agreement between the City and Storsafe relating to the development of the surface parking. The Agreement includes a three story height restriction on the portion of the land to be retained by the City.
3. Ordinance approving the SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT between the Developer and the City. This agreement implements the trade of the structured parking for the surface parking and eliminates the City requirement for \$600,000 Public Parking Shared Costs and the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District (“CID”). The CID will now be terminated.
4. Ordinance approving an OMNIBUS AMENDMENT OF DOCUMENTS RELATING TO THE CITY’S SERIES 2020 CHAPTER 100 BONDS. Because the City will no longer own the structured parking the Chapter 100 Bond documents need to be amended to reflect the transfer of such ownership to the Developer. This document accomplishes the transfer of the City’s structured parking to the Developer and also is a “cleanup” amendment necessitated by the financing related to the Developer’s private lender and has no financial impact on the City.
5. Ordinance approving a TERMINATION OF PARKING STRUCTURE MAINTENANCE AGREEMENT. Because the City will no longer have any structured parking spaces, the City and the Developer will execute the termination agreement. After closing, the ownership, costs and maintenance of the parking structure will be solely a Developer responsibility.





P:\2019\2020-0501\019-0267\40-Design\Exhibits\Offsite Parking\20-10-12\VC_SIT01_190267.dwg USER: chmquadt
 DATE: Dec 12, 2020 9:39pm WID: C:\BOS\2-190267 C:\BOS\2-190267

NOTE: LIMITED SURVEY INFORMATION AVAILABLE. ALL DIMENSIONS APPROXIMATE.

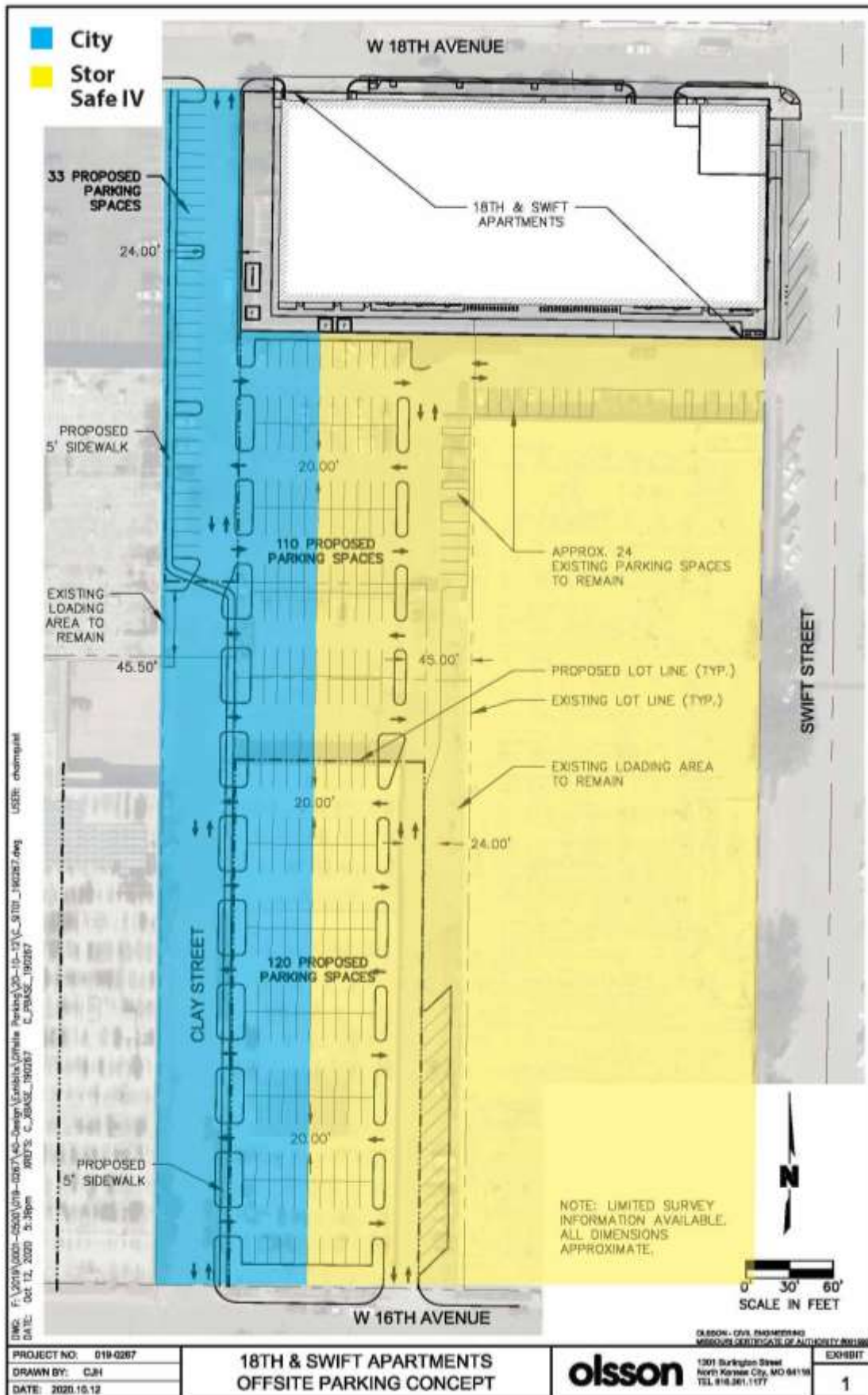


PROJECT NO:	019-0267
DRAWN BY:	CJH
DATE:	2020.10.12

**18TH & SWIFT APARTMENTS
OFFSITE PARKING CONCEPT**

olsson 1301 Burlington Street
North Kansas City, MO 64116
TEL 816.261.1177

OLSSON - CIVIL ENGINEERING MISSOURI CERTIFICATE OF AUTHORITY #01902	EXHIBIT 1
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AN ORDINANCE ADOPTING AND APPROVING AGREEMENT OF PURCHASE AND SALE BETWEEN 18TH & SWIFT, LLC (AS SELLER) AND THE CITY OF NORTH KANSAS CITY, MISSOURI (AS PURCHASER), FOR CERTAIN REAL PROPERTY GENERALLY LOCATED AT 200 EAST 16TH AVENUE IN THE CITY OF NORTH KANSAS CITY, MISSOURI.

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, 18th & Swift, LLC (the “**Seller**”) is presently the owner of four tracts of real property containing 1.599 acres, more or less, and located generally at 200 East 16th Avenue (and including rail spur) in the City of North Kansas City, Missouri, which the City desires to purchase from the Seller; and

WHEREAS, simultaneously with the execution by the parties of the Agreement of Purchase and Sale that is the subject of this Ordinance, the parties will execute the Second Amended and Restated Development Agreement (the “**Development Agreement**”) addressing certain issues related to the development of certain real property; and

WHEREAS, the Seller and the City desire to enter into that certain Agreement of Purchase and Sale regarding the real property more fully described in the Agreement of Purchase and Sale.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. Authorization of Agreement of Purchase and Sale. The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri, to enter into the Agreement of Purchase and Sale with 18th & Swift, LLC, for the City’s purchase of certain real property generally located at 200 East 16th Avenue in North Kansas City, Missouri, and containing 1.599 acres, more or less, all as more particularly described in the attached Agreement of Purchase and Sale. A copy of the Agreement of Purchase and Sale is attached hereto, marked “Exhibit 1”, and is incorporated herein by reference. The provisions of the Agreement of Purchase and Sale are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and the City Clerk are hereby authorized and directed to execute the Agreement of Purchase and Sale on behalf of the City of North Kansas City, Missouri.

Section 2. Further Authority. The City shall, and the mayor, city clerk, city officials, legal counsel and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or

phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This Ordinance shall be in full force and effect upon passage by the City Council and approval by the Mayor.

PASSED this 16th day of February, 2021.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 16th day of February, 2021.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

Thomas E. Barzee, Jr., *City Counselor*

EXHIBIT “1”

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (“**Agreement**”) is made and entered into as of the _____ day of _____, 2021 (“**Effective Date**”), by and between **18th & Swift, LLC**, a Missouri limited liability company (“**Seller**”), and the City of North Kansas City, Missouri, a third class city and municipal corporation duly organized and existing under the laws of the State of Missouri (“**State**”), its successors or assigns (“**City**” or “**Purchaser**”).

1. **Purchase and Sale.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, for the purchase price and on the terms and conditions herein set forth, all of that certain real property, situated in the City consisting of: (a) the land described on **Schedules 1-A and 1-B** hereto (the “**Land**”), together with any and all rights, benefits, privileges, easements, hereditaments and appurtenances thereunto belonging or appertaining thereto, and all after acquired interests of every kind and nature therein, (b) any water or mineral rights owned by, or leased to, Seller, and all recapture rights and entitlements benefiting the Land under any planned development ordinance or other laws or otherwise; and (c) and any and all buildings, and improvements located thereon, including all heating, ventilation and air conditioning systems and equipment, all electrical and plumbing equipment and all other building systems and fixtures thereon (collectively, the “**Property**”).

2. **Purchase Price.** The purchase price (“**Purchase Price**”) for the Property will be One and No/100 Dollar (\$1.00). Purchaser agrees to pay the Purchase Price as follows:

(a) On the Closing Date (as defined in **Section 3** hereof), Purchaser will pay the Purchase Price, if any, by good funds as provided in **Section 3** hereof, subject to the credits, proration and adjustments set forth herein.

3. **Closing.** Unless otherwise terminated as provided herein, and except as hereinafter provided, this transaction will be closed (the “**Closing**”) at the office of Thomson Affinity Title, with an address of 1000 Middlebrook, Suite C, Liberty, Missouri 64068 (the “**Title Company**”), as escrow agent on a date mutually acceptable to both parties (the “**Closing Date**”) within **fifteen (15) days** after the expiration of the Inspection Period; provided all of the Conditions Precedent (as described in **Section 7** have been satisfied or waived). An executed copy of this Agreement will be delivered to the Title Company by Purchaser and will constitute the instructions to the Title Company to complete the Closing. Anything herein to the contrary notwithstanding, Purchaser may, at its option, give Seller written notice at any time of its desire to proceed to the Closing of the purchase of the Property pursuant to this Agreement on the date (“**Accelerated Closing Date**”) specified in such notice notwithstanding the fact that the Inspection Period or the Cure Notice Period may not have yet expired. The Accelerated Closing Date will not be less than fifteen (15) days nor more than thirty (30) days after the giving of such notice by Purchaser to Seller of Purchaser’s intention to purchase the Property on the Accelerated Closing Date. From and after the giving of such notice by Purchaser to Seller, the term “Closing Date”, as used herein, will be deemed to mean the Accelerated Closing Date as specified in Purchaser’s notice to Seller.

4. **Investigation.**

(a) **Deliveries.** Within five (5) days after the Effective Date, Seller will deliver to Purchaser copies of the materials, agreements and information related to the Property and described on **Schedule 4(a)** attached hereto (the “**Seller’s Deliveries**”) that are in Seller’s possession or reasonable control. For every day of delay in Seller’s delivery to Purchaser of any Seller’s Deliveries, the Inspection Period will be extended by one (1) day, and if any such delays in delivery of the Seller’s Deliveries do occur, after all Seller’s Deliveries have been delivered and before the expiration of the Inspection Period,

Purchaser will deliver to Seller written notice confirming the number of days of extension of the Inspection Period due to delays in the Seller's Deliveries.

(b) **Inspection.** At all times prior to Closing, including times following the "Inspection Period" (which Inspection Period is defined to be the period from and after the Effective Date through and including the date that is ninety (90) days after the Effective Date), Purchaser, its agents, employees and representatives will be entitled to (i) enter upon the Property in order to perform inspections and tests of the Property, including, without limitation, (A) inspecting the physical condition of the Property, including the condition of the soil in terms of topography, compaction, composition and potability; (B) investigating all relevant wetlands, flood plain and other issues related to site conditions of the Property; and (C) conducting environmental and feasibility audits, tests and studies, including a Phase I and Phase II environmental study as Purchaser deems necessary; (ii) review status, condition, capacity and utilization requirements of all utility connections and facilities; and (iii) review any other information and documents pertaining to Seller's ownership of the Property;. Seller agrees to promptly cooperate and respond to all commercially reasonable requests and inquiries by Purchaser and its agents, employees and representatives with respect to such inspections, including, but not limited to completion of an ASTM E1527-13 User Questionnaire or similar document for use by Purchaser's environmental assessment vendor. If, on or prior to the expiration of the Inspection Period, Purchaser, in its sole discretion, determines that the results of any inspection, test or examination is inconclusive or the Property does not otherwise meet Purchaser's criteria for the purchase and development of the Property in the manner contemplated by Purchaser, Purchaser may, in its sole discretion, terminate this Agreement by delivery of a written notice to Seller, with a copy to Title Company, given on or before the last day of the Inspection Period, whereupon neither party will have any further liability to the other hereunder, except as hereinafter specifically provided in this Agreement.

(c) **Purchaser's Undertaking.** In the event that, as a result of Purchaser's exercise of its rights under **Section 4(b)**, any damage occurs to the Property (but excluding any damage resulting from Seller's or its representatives', invitees' or contractors' acts, omissions or negligence), then Purchaser will promptly repair such damage, at Purchaser's sole cost and expense. Purchaser hereby indemnifies, protects, defends and holds Seller harmless from and against any and all third-party losses, damages, claims, causes of action, judgments, damages, costs and expenses that Seller actually suffers or incurs as a direct result of any damage caused to the Property during the course of, and as a result of, any or all of the studies, investigations and inspections that Purchaser performs pursuant to this **Section 4**. Notwithstanding the foregoing, Purchaser will have no restoration, defense, indemnification or hold harmless obligations and in no event will Purchaser be liable to Seller for (i) any release of pre-existing hazardous substances arising from the conduct of any investigation or testing of the Property or for any diminution in the market value of the Property resulting from the information disclosed by any such investigation or tests, (ii) for losses resulting from Seller's or Seller's representatives', invitees' or contractors' acts, omissions or negligence or (iii) any pre-existing conditions on or about the Property.

5. **Title and Survey Matters.**

(a) **Title Commitment.** Within ten (10) days of the Effective Date Purchaser shall order, at Seller's expense, a commitment ("**Title Commitment**") issued by the Title Company for the Title Policy (defined below), showing fee simple title to the Property in Seller.

(b) **Survey.** Within five (5) business days after the Effective Date, Seller will deliver to Purchaser, at Seller's expense, a copy of any and all existing surveys of the Property that are in Seller's possession or control. Promptly thereafter, Purchaser will order, at Seller's expense, a currently dated survey of the Property (the "**Survey**"), which Survey will be prepared in accordance with the most current minimum detail and classification ALTA/NSPS land title standards.

(c) **Defects and Cure.** If the items described in **Sections 5(a)** and **5(b)** (the “**Title Evidence**”) disclose any items which, in the judgment of Purchaser, constitute unpermitted claims, liens, exceptions, or conditions (“**Defects**”), Purchaser will so notify Seller, in writing, within the Inspection Period (any such notice, whether one or several, a “**Defects Notice**”), provided Purchaser timely receives all items constituting the Title Evidence. Seller will then have until ten (10) days after receipt of such Defects Notice (“**Cure Notice Period**”) to give notice to Purchaser of Seller’s election not to cure such Defects as it declines to do or is unable to cure (“**Cure Notice**”); however, in all events Seller will be obligated to cure or insure over, at Seller’s expense, those Defects that arise or are caused as a result of any act or omission of any or all of Seller, its employees, agents and representatives, or are of a liquidated nature and can be cured by the payment of a definite or ascertainable amount (“**Mandatory Cure Defects**”). Any proposed cure of any Defects must be reasonably acceptable to Purchaser. If Seller delivers the Cure Notice identifying Defects which it has elected not to cure, or if Seller fails to cause all Defects to be cured or insured over by the Title Company at or prior to Closing, then Purchaser may elect either of the following: (i) to terminate this Agreement by written notice to the Seller not later than the Closing Date, in which event neither party will have any further rights or obligations hereunder except as otherwise specifically provided in this Agreement; or (ii) to proceed to close or to cause the Title Company to insure or endorse over such Mandatory Cure Defects. Purchaser will have the right to object to any additional matter raised by the Title Company or Surveyor after the date of the Defects Notice within the later of the Inspection Period or five (5) business days of Purchaser’s receipt of same, and the provisions of this **Section 5(c)** will again apply.

6. **Representations and Warranties.**

(a) **Seller’s Representations and Warranties.** Seller hereby represents and warrants to Purchaser as to the following matters, each of which is so represented or warranted (as the case may be) to be true and correct as of the Effective Date, and is remade as of the Closing Date:

(i) **Title.** Seller warrants that Seller holds good and marketable fee simple title to the Property. No other person, firm, corporation or other entity has any right of option to acquire the Property or any portion thereof or any interest therein. The foregoing warranty is a material inducement to Purchaser in its execution of this Agreement and Purchaser will be entitled to receive good and marketable fee simple title to the Property free from all liens, encumbrances, conditions, agreements and restrictions, except such as Purchaser may, at its election and in writing, waive.

(ii) **Litigation.** There are no pending or (to the best of Seller’s knowledge, threatened) judicial, municipal or administrative proceedings affecting the Property or in which Seller is or will be a party by reason of Seller’s ownership or operation of the Property or any portion thereof. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or to the best of Seller’s knowledge, threatened, against Seller, nor are any of such proceedings contemplated by Seller.

(iii) **Authority.** Seller has full authority to make, deliver, execute and perform this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will (A) result in a breach of, default under, or acceleration of, any agreement to which Seller is a party or by which either or both of Seller and the Property is bound; or (B) violate any restriction, court order, agreement or other legal obligation to which Seller and/or the Property is subject.

(iv) **Seller's Deliveries.** To the best of Seller's knowledge, Seller has delivered complete copies of all of the Seller's Deliveries in Seller's possession or reasonable control and such Seller's Deliveries are true, accurate and correct, in all material respects.

(v) **Contracts.** There are no outstanding leases, licenses or other use or occupancy agreements affecting the Property except as set forth in the Title Commitment. Further, Seller is not a party to, and the Property is not subject to, any contract or agreement, written or oral, relating to the ownership, operation or maintenance of the Property, which would survive the Closing or which is not cancelable upon thirty (30) days' notice, without penalty. Further, Seller is not subject to any commitment, obligation or agreement, including but not limited to any right of first refusal, redevelopment right or option to purchase in favor of a third party which would prevent Seller from selling the Property to Purchaser or which would bind Purchaser following the Closing.

(vi) **Assessments.** Seller has received no written notice of and does not have any knowledge of any proposed increase in the assessed valuation of the Property, or any pending or threatened tax assessment, general or special, that may burden or adversely affect the Property, or any part thereof, nor, to the best of Seller's knowledge, is any such proceeding or assessment contemplated by any governmental authority.

(vii) **Utilities.** To the best of Seller's knowledge, all of the necessary sewer, water, gas, electric, telephone and other forms of utility service lines and facilities are extended to, and available at, the perimeter of the Property. The Property is not located in a designated flood zone area and is not otherwise prone to flooding.

(viii) **Compliance with Laws and Codes.** To the best of Seller's knowledge, there is no condition existing with respect to the maintenance, operation, use, or occupancy of the Property which violates any statute, ordinance, law, or code, nor has Seller received any notice, written or otherwise, from any governmental agency alleging violations of any law, statute, ordinance, or regulation relating to the Property.

(ix) **Recapture Agreements; Off-Site Improvements.** To the best of Seller's knowledge, there are no outstanding unrecorded public works or agreements with the City, any other governmental authority or any other third parties binding on and obligating any or all of Seller, Seller's successors and the Property relative to the installation of any off-site improvements, of any nature whatsoever, or to the contribution of any sums to any school, park or fire districts. Furthermore, to the best of Seller's knowledge, there are no (A) outstanding "recapture" agreements with the City or any governmental or private party affecting the Property and/or obligating Seller or its successors, nor (B) outstanding subdivision or improvement bonds or letters of credit posted with any governmental body affecting the Property and/or obligating Seller or its successors.

(x) **Rezoning; Condemnation.** To the best of Seller's knowledge, there is not now pending, and Seller has no actual knowledge of, any threatened proceeding for the rezoning of the Property. To the best of Seller's knowledge, Seller has no actual knowledge of pending or contemplated condemnation or other governmental taking proceedings affecting all or any part of the Property.

(xi) **Not A Foreign Person.** Seller is not a "foreign person" as that term is defined in Section 1445(f) (3) of the Internal Revenue Code, as amended, of the United States of America (the "Code").

(xii) **No Adverse Physical Characteristics.** To the best of Seller's knowledge, there are no adverse physical characteristics applicable to the Property, such as, without limitation, sink holes, which would adversely affect development of the Property.

(xiii) **No Use As A Landfill.** To the best of Seller's knowledge, the Property has never been used as a landfill or as a garbage dump.

(xiv) **Environmental.** To Seller's knowledge, neither Seller, nor any prior owner, occupant, or operator of the Property has (A) caused or permitted the generation, manufacture, refinement, transportation, treatment, storage, handling, installation, removal, disposal, transfer, production or processing of Hazardous Substances (as hereafter defined) or other dangerous or toxic substances, or solid wastes in connection with the Property, except in strict compliance with all laws; (B) caused or permitted or received any written notice or has any actual knowledge of the Release (as hereafter defined) or existence of any Hazardous Substances in, on or under the Property; (C) caused or permitted or received any written notice or has any actual knowledge of any substances or conditions in, on or under the Property which may support a claim or cause of action, whether by a governmental authority or any other person, under any laws ("**Environmental Laws**") and all rules and regulations promulgated thereunder, including, but not limited to: Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.); the Emergency Planning and Community Right to Know Act (42 U.S.C. §§11001 et seq.); the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. (the "**Superfund Act**"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6921 et seq.; the Toxic Substances Control Act, 7 U.S.C. §§ 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act 7, U.S.C. § 136; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. §§ 6901 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; and the Safe Drinking Water Act (42 U.S.C. §§300f et seq.); or any other law, as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and *the* like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement. For the purposes of this Agreement the terms "**Hazardous Substances**" and "**Release**" will have the definitions used in the Superfund Act; provided, however, that the definition of the term "**Hazardous Substances**" will also include (if not included within the definition contained in the Superfund Act) petroleum and related by-products, hydrocarbons, radon, asbestos, urea formaldehyde and polychlorinated biphenyl compounds.

(b) **Purchaser's Representations and Warranties.** Purchaser hereby represents and warrants to Seller as to the following matters, each of which is so represented or warranted (as the case may be) to be true and correct as of the Effective Date, and is remade as of the Closing Date:

(i) **Authority.** Purchaser has full authority to make, deliver, execute and perform this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will (A) result in a breach of, default under, or acceleration of, any agreement to which Purchaser is a party or by which Purchaser is bound; or (B) violate any restriction, court order, agreement or other legal obligation to which Purchaser is subject.

(ii) **Not Blocked Person.** Purchaser is not now, nor shall it be at any time on or before the Closing Date, an individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity (collectively, a "**Person**") with whom a United States citizen, entity organized under the laws of the

United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a “**U.S. Person**”), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) or otherwise, including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC (“**Specially Designated Nationals and Blocked Persons**”). Purchaser is not, nor shall it be at any time on or before the Closing Date, a Person with whom a U.S. Person, including a United States Financial Institution as defined in 31 U.S.C. 5312, as periodically amended (“**Financial Institution**”), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(iii) **Financial Capacity.** Purchaser has the financial capacity and funds available to fulfill Purchaser’s obligations under this Agreement.

(c) All representations and warranties set forth in this **Section 6** will survive the Closing for a period of two (2) years and will not merge into the conveyancing documents delivered at Closing.

7. **Covenants of Seller.** Seller hereby covenants to Purchaser, throughout the term of this Agreement, as follows:

(a) **New Contracts.** Purchaser will not become subject to, or be bound by, any agreement, contract, lease or license that it will not have specifically agreed (in its sole discretion), in writing, to accept on or before the expiration of the Inspection Period.

(b) **Condition of Property.** Seller will deliver the Property at Closing in substantially the same condition as exists on the Effective Date.

(c) **Transfers and Other Agreements.** Seller agrees that, between the Effective Date and the Closing, no part of the Property or any interest therein will be alienated, encumbered or transferred in favor of or to any party whatsoever, and no agreement providing for the foregoing will be entered into, solicited or entertained by Seller. Seller will not market the Property to other parties, or enter into any agreements or understandings (whether purporting to be binding or otherwise) for the sale of the Property during the pendency of this Agreement.

(d) **Liens, Assessments and Rights.** From and after the Effective Date, and continuing to the Closing Date, Seller will not create (or fail to take any action that will result in the creation of), any lien that attaches to the Property or any part thereof or any charge that would be payable by Purchaser, except the liens for ad valorem taxes or special assessments not then due and payable, nor will Seller willfully grant, create, or voluntarily and purposely allow the creation of, or amend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, private restrictions arrangement or other right affecting the Property or any part thereof, without the prior written consent of Purchaser.

(e) **Notices.** From and after the Effective Date, and continuing to the Closing Date, Seller will promptly forward to Purchaser a copy of any written notice or correspondence received by Seller pertaining to the Property.

(f) **Representations and Warranties; Conditions Precedent.** Seller will not knowingly take nor fail to take any action that (1) causes any representation or warranty of Seller hereunder to be untrue or incorrect or (2) causes any Conditions Precedent to Purchaser's obligation to close hereunder to fail. Seller will promptly advise Purchaser of any fact or circumstance that causes (or is likely to cause) any representation and warranty of Seller to be untrue or inaccurate or any Condition Precedent to fail.

(g) **Wetlands.** In the event that the Property is determined by Purchaser to have located upon it wetlands, Seller agrees to mitigate such wetlands at Seller's sole cost and expense prior to the Closing Date.

(h) **Exclusivity.** At any time this Agreement remains in effect, Seller may not engage in any negotiations of any kind with any other prospective purchasers, developers, brokers or other third parties relating to the proposed sale of the Property or execute any letter of intent or agreement with any party.

(i) **State Tax Indemnity.** Seller hereby agrees to indemnify, defend and hold Purchaser harmless from and against all claims, demands, liabilities and damages (including reasonable attorneys' fees) arising out of the failure of Seller to pay any taxes due to the State department of revenue resulting from the sale of the Property to Purchaser pursuant to the terms of this Agreement or Seller's operation and ownership of the Property prior thereto, including, without limitation, any sales tax due in connection with the bulk sale of the personal property comprising a portion of the Property.

8. **Conditions Precedent.**

(a) **Purchaser's Conditions Precedent.** In addition to the other conditions precedent enumerated in this Agreement, the following will be additional "Conditions Precedent" to Purchaser's obligations to close hereunder:

(i) **Seller's Compliance.** Seller will have complied with all of the terms and conditions set forth in this Agreement.

(ii) **Pending Actions.** As of Closing, there will be no governmental requirement or governmental proceeding of any kind, pending or threatened, that, after Closing, would adversely affect the development or completion of the Property.

(iii) **Title Policy.** At Closing, the Title Company will issue an ALTA current form commercial owner's policy of title insurance (or a "marked-up" Title Commitment) ("**Title Policy**"), dated as of the Closing Date, insuring Purchaser's interest as the fee owner of the Property and in the amount of the Purchase Price, and otherwise in accordance with the requirements of **Section 5** hereof, with all exceptions other than Permitted Exceptions (as defined below) deleted, which title policy will provide full "extended form" coverage. At Purchaser's option and expense, the Title Policy will include the following endorsements: (i) a zoning endorsement; (ii) an owner's comprehensive endorsement; (iii) a tax parcel endorsement; (iv) a survey endorsement; (v) an access endorsement; and (vi) a contiguity endorsement (to the extent applicable). For purposes of this Agreement, the term "**Permitted Exceptions**", will mean both (i) all restrictions, covenants, conditions, matters or exceptions to title (other than Mandatory Cure Items) that are set forth in the Title Evidence (excluding therefrom any liens, claims, encumbrances impairing the marketability of title to the Property), but not objected to by Purchaser in a Defects Notice; and (ii) any other Defects to which Purchaser objects by delivery of a Defects Notice, but Seller fails to so cure, or if Seller fails to cause all such other Defects to

be insured over by the Title Company (collectively, “**Other Defects**”), and Purchaser nevertheless elects to close, accepting title to the Property subject to such Other Defects.

(iv) **Representations and Warranties.** All representations and warranties made by Seller in this Agreement will be substantially true, accurate and complete and with respect to all of the Property at the time of the Closing.

(v) **Condition of the Property.** The Property will be in substantially the same condition as exists on the Effective Date.

(vi) **Second Amended Development Agreement.** Seller and Purchaser shall have approved and executed a Second Amended and Restated Development Agreement (“**Second Amended Development Agreement**”) with respect to that certain development project (“**Project**”) as such term is defined in that certain First Amended and Restated Development Agreement dated as of February 19, 2020, as amended between Seller and Purchaser (“**First Amended Development Agreement**”), which Project is located generally at East 18th Avenue and Swift in the City, in such form and content as approved by each of the Seller and Purchaser in their respective sole and absolute discretion.

(vii) **StorSafe IV, LLC Transaction.** Purchaser and StorSafe IV, LLC, a Missouri limited liability company (“**StorSafe IV**”) shall have entered into a binding agreement relative to property owned by StorSafe IV and adjacent to the Land for the development of a parking facility.

(b) **Seller’s Conditions Precedent.** In addition to the other conditions precedent enumerated in this Agreement, the following will be additional “Conditions Precedent” to Seller’s obligations to close hereunder:

(i) **Purchaser’s Compliance.** Purchaser will have complied with all of the terms and conditions set forth in this Agreement.

(ii) **Second Amended Development Agreement.** Seller and Purchaser shall have approved and executed the Second Amended Development Agreement with respect to the Project in such form and content as approved by each of the Seller and Purchaser in their respective sole and absolute discretion.

(iii) **Amended Chapter 100 Bond Documents.** Seller and Purchaser shall have approved and executed amendments to the Bond Documents (as such term is defined in the First Amended Development Agreement) for the purpose of amending the Bond Documents to the effect that Units 1 and 2, Final Plat of 18th & Swift, a condominium subdivision in the City according to the recorded plat thereof will be subject to lease to the Seller pursuant to the Bond Documents, including the purchase option set forth in the Bond Documents and the provisions of voting rights in favor of Seller relative to the 18th & Swift Condominium Association, Inc. Such Amendments to Bond Documents shall be in form and content approved by Seller and Purchaser, each in their sole and absolute discretion.

(iv) **Termination of 18th & Swift Community Improvement District and related matters.** Purchaser shall have taken such actions as are approved by Purchaser and Seller in their respective sole and absolute discretion to dissolve the 18th &

Swift Community Improvement District (“**CID**”) and terminate the Special Assessment and Lien levied by the CID with respect to the Project (“**Assessment**”).

(v) **Representations and Warranties.** All representations and warranties made by Purchaser in this Agreement will be substantially true, accurate and complete and with respect to all of the Property at the time of the Closing.

(vi) **Height Restriction.** That portion of the Land retained by Purchaser following the completion of the StorSafe IV transaction contemplated in Section 8(a)(vii) above, shall be subject to a height restriction of no more than three (3) stories. Such restriction shall be memorialized in a separate document to be recorded following completion of the StorSafe IV transaction and conveyance of portions of the Land to StorSafe IV.

In the event that any of the Conditions Precedent or other conditions precedent set forth herein are not satisfied prior to the Closing, Seller, in its sole discretion, may terminate this Agreement by written notice to Purchaser prior to the Closing Date, in which event neither party will have any further liability to the other except as specifically set forth in this Agreement.

9. **Closing Documents and Related Matters.**

(a) **Seller’s Closing Documents.** At Closing, Seller will deliver, or cause to be delivered, to Purchaser, the following documents, in form and substance reasonably acceptable to Purchaser:

(i) A special warranty deed (“**Deed**”), in recordable form, conveying the Property to Purchaser or its assignee, free and clear of all liens, claims and encumbrances except for matters of public record which are Permitted Exceptions.

(ii) A Bill of Sale applicable to any personal property.

(iii) An Assignment of Intangible Property relating to any entitlements, recapture rights, development plans, licenses, permits, approvals and the like.

(iv) If applicable, an Owner’s Affidavit or comparable “no lien” statement, in form and substance acceptable to the Title Company as may be required to enable the Title Company to issue ALTA extended coverage for the Title Policy, executed by Seller (it being understood that Seller will provide any certificates or undertakings required in order to induce the Title Company to insure over any “gap” period resulting from any delay in the recording of documents or the later-dating of the title insurance file).

(v) A joint closing statement between Seller and Purchaser, conforming to the proration and other relevant provisions of this Agreement.

(vi) An “Entity Transferor” certification (as required under Section 1445 of the Internal Revenue Code), confirming Seller’s representation that it is a “United States Person.”

(vii) A certification by Seller in form reasonably satisfactory to Purchaser as to the continuing effectiveness of the representations and warranties of Seller contained in this Agreement.

(viii) Such other documents and instruments as the Title Company reasonably requires to evidence the due organization and valid existence of Seller and its authority to enter into and perform its obligations under this Agreement.

(b) **Purchaser's Closing Documents.** At Closing, Purchaser will deliver, or cause to be delivered, to Seller, the following documents, in form and substance reasonably acceptable to Seller:

(i) A joint closing statement between Seller and Purchaser, conforming to the proration and other relevant provisions of this Agreement.

(ii) By federal wire transfer of funds, an amount equal to the balance of the Purchase Price, as adjusted for proration of taxes and assessments as herein provided;

(iii) Such documents and instruments as the Title Company reasonably requires to evidence the due organization and valid existence of Purchaser and its authority to enter into and perform its obligations under this Agreement.

(c) **Mutual Closing Documents; Waiver of Conditions Precedent.** Each party will deliver such other documents and instruments as may reasonably be required by the other party and/or its counsel or the Title Company, and that may be necessary to consummate this transaction and to otherwise effectuate the agreements of the parties hereunder, including satisfaction of the Conditions Precedent described in **Section 8** of this Agreement. The obligations of Seller and Purchaser to make the payments required under this Agreement and to close the transactions contemplated herein are subject to the express conditions precedent set forth in this Agreement, each of which is for the benefit of Seller and Purchaser and may be waived at any time by Seller and Purchaser in writing. The waiver of any particular condition precedent will not constitute the waiver of any other.

10. **Prorations and Adjustments.**

(a) All general state, county and city taxes and installments of special assessments (collectively, "**Taxes**"), levied or assessed against the Property will be paid by Seller if due and payable on or before the Closing Date and will be paid by Purchaser if due and payable thereafter; PROVIDED, HOWEVER, that the Taxes for the tax fiscal period in which the Closing Date occurs (the "**Proration Period**") will be prorated between Seller and Purchaser on and as of the Closing Date, and Seller will bear only that proportion of such Taxes which the number of days in the Proration Period to and including the Closing Date bears to the total number of days in the Proration Period. If the amount of Taxes for the Proration Period cannot be determined as of the Closing Date, such proration will be based on the Taxes for the immediately preceding tax fiscal period; however, upon receipt of the tax bill for the year in which the Closing Date occurred (the "**Applicable Tax Bill**"), the parties will re-prorate the Taxes, based on the Applicable Tax Bill and the party responsible for the payment of any additional tax will pay the amount due to the other party within thirty (30) days after the receipt of the Applicable Tax Bill by both parties. If the amount due is not paid within such 30-day period, the party entitled to reimbursement will thereafter also be entitled to receive interest on the amount due at a rate equal to two percent (2%) above the prime rate as of the date due as published in the Wall Street Journal (the "**Default Rate**"). Purchaser expressly acknowledges and agrees that any and all special assessments to which the Property is subject which are payable in installments will continue to be paid in installments, and Seller will be obligated to pay only those installments which are due and payable on or before the Closing Date, and Purchaser assumes and agrees to pay all installments thereof and all other Taxes which are due and payable after the Closing Date, subject to the foregoing provisions for proration of the Taxes for the Proration Period.

(b) Seller will promptly furnish Purchaser with copies of the current year's tax bills, and notices or correspondence related to Taxes, as received by Seller. Seller will consult with Purchaser and seek Purchaser's advice and input regarding whether to contest the real estate taxes and/or pay the same under protest; however, Seller will control any such decision, and will act in the mutual interest of Purchaser and Seller to minimize the real estate taxes on the Property. Seller will not intentionally adversely affect the property classification and/or the assessed valuation of the Property.

(c) All collected rents (including prepaid rents), uncollected rents for the month of Closing, fuel oil, if applicable, electric, if applicable, water and sewer use charges, hazard insurance premiums, association dues, interest, payments for assumed service contracts for the Property, if any, any escrows or reserves pertaining to the Property held by a third party which Purchaser elects for Seller to assign to Purchaser at the Closing, taxes for the then current fiscal tax period, and other similar items, will be apportioned and prorated between Seller and Purchaser on and as of the Closing Date. Uncollected rents for any other month prior to the month in which Closing occurs may be collected by Purchaser and, effective as of the Closing Date, Seller waives its right and claim to any such uncollected rents not already then collected.

(d) Security deposits and advance rents, if any, and all interest which is required by law, if any, to be paid to the tenants, will be accounted for by Seller and paid to Purchaser at the Closing. Seller will render an accounting thereof to Purchaser not less than three (3) days prior to Closing.

(e) If the Property has been designated or valued as agricultural, open space or other special category such that its sale or change of use would trigger the imposition of any "rollback", "agricultural rollback", "catch up" or similar taxes, including penalties and interest thereon (collectively, the "**Rollback Tax**") or if any Rollback Tax is imposed on the Property by the Closing Date, Seller will be responsible for paying any such Rollback Tax in full at Closing. If not ascertainable at Closing, Seller will credit the amount thereof as reasonably estimated by Seller's tax consultant (and reasonably approved by Purchaser) to Purchaser at Closing which payment will be adjusted upon receipt from the appropriate taxing authority of the actual Rollback Tax amounts. Seller will indemnify and pay to Purchaser any deficiency between the actual amount of the Rollback Tax and the amount of the funds credited to Purchaser at Closing within thirty (30) days of Purchaser's demand therefor. Purchaser will indemnify and pay to Seller any overage of the amount of credited to the Purchaser at closing as compared to the Rollback Tax within thirty (30) days of Purchaser's demand therefor. The terms of this **Section 10(e)** will survive the Closing.

11. Closing Costs.

(a) Purchaser will pay:

- (i) One-half of the Title Company's fee for acting as closing agent, if any; and
- (ii) The cost of recording the Deed.

(b) Seller will pay:

- (i) The cost of recording all releases of existing mortgages and other financing instruments;
- (ii) The cost of issuance of the Title Commitment and the Title Policy and all fees and charges of the Title Company in connection therewith;

- (iii) The cost of brokerage commissions payable to the Brokers;
- (iv) One-half of the Title Company's fee for acting as closing agent, if any;
- (v) The cost of all transfer taxes and deed stamps, if any.

12. **Diminution of Property.** If prior to any Closing, all or any portion of the Property is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (“**Taking**”), then, Purchaser, at its sole option, may elect either to (a) terminate this Agreement by written notice to Seller and neither party will have any further rights or obligations hereunder except as otherwise expressly provided in this Agreement; or (b) proceed to close hereunder, subject to a reduction in the Purchase Price in the amount equal to the sum determined by multiplying the Purchase Price by a fraction, the numerator of which will be the number of square feet taken or diminished and the denominator of which will be the aggregate number of square feet comprising (immediately prior to the Taking) the Property. Such reduction in the Purchase Price will be conclusive and binding without regard to the actual or purported value (or lack thereof) of the Taking of the Property. Any condemnation proceeds will be the sole property of Seller. Purchaser will advise Seller of its election of (a) or (b), in writing, no later than thirty (30) days after the Taking in question.

13. **Default.**

(a) **Seller Default.** If, prior to or as of the Closing, Seller will have failed to perform any of the covenants and agreements contained herein to be performed by Seller within the time for performance as specified herein (including Seller's obligation to close), Purchaser may terminate this Agreement by written notice to Seller with a copy to the Title Company, in which event neither party will have any further rights or obligations hereunder except as otherwise expressly provided below or elsewhere in this Agreement. Purchaser will have no other remedy for any default by Seller, including, without limitation, any right to specific performance or damages.

(b) **Purchaser Default.** In the event that Purchaser defaults in its obligations to close the purchase of the Property for any reason whatsoever, then as Seller's sole and exclusive remedy the Seller may terminate this Agreement by written notice to Purchaser and neither party will have any further rights or obligations hereunder except as otherwise expressly provided below or elsewhere in this Agreement,. Seller will have no other remedy for any default by Purchaser, including, without limitation, any right to specific performance or damages.

(c) **Post-Closing Default.** If and to the extent that, pursuant to the express terms of this Agreement, any representations, warranties or covenants made or undertaken by either Seller or Purchaser under this Agreement survive the Closing, rather than merging into the conveyancing documents delivered at Closing (collectively, the “**Surviving Obligations**”), and subsequent to Closing, Seller or Purchaser determines that the other is in default under, or has breached, a Surviving Obligation, then the party alleging the occurrence of such breach or default of a Surviving Obligation will have all rights and remedies available to it, at law or in equity, against the defaulting or breaching party.

(d) **Indemnity.** In the event of the breach of any representation, warranty or covenant made in this Agreement by Purchaser or Seller, the breaching party will be liable for, and each of Seller and Purchaser hereby indemnifies and holds the other harmless against, all claims, losses, actual damages, liabilities, costs, expenses (including reasonable attorneys' fees of counsel of the indemnified party's choice and court costs) and charges that the indemnified party suffers or incurs as a consequence or result of such breach (collectively, the “**Indemnified Costs**”). If Seller is the breaching party, and the breach occurs prior to Closing, Purchaser may offset the Indemnified Costs against any other sums owing

to Seller at Closing. The foregoing indemnity will survive the Closing and will not merge into any conveyancing documents.

14. **Successors and Assigns.** The terms, conditions and covenants of this Agreement will be binding upon and will inure to the benefit of the parties and their respective nominees, successors, beneficiaries and assigns; provided, however, that no conveyance, assignment or transfer of any interest whatsoever of, in or to the Property or this Agreement will be made by Seller during the term of this Agreement. Purchaser may, however, in its sole and absolute discretion, assign at or prior to Closing, all of its right, title and interest under this Agreement to any third party which agrees to assume all of Purchaser's obligations hereunder.

15. **Brokerage.** Each party hereto represents and warrants to the other that it has dealt with no other brokers or finders in connection with this transaction. Seller and Purchaser each hereby indemnify, protect and defend and hold the other harmless from and against all losses, claims, costs, expenses, damages (including, but not limited to, attorneys' fees of counsel selected by the indemnified party) resulting from the claims of any broker, finder, or other such party, claiming by, through or under the acts or agreements of the indemnifying party. The obligations of the parties pursuant to this **Section 15** will survive any termination of this Agreement.

16. **Litigation.** In the event of litigation between the parties with respect to the Property, this Agreement, the performance of their obligations hereunder or the effect of a termination under this Agreement, the losing party will pay all costs and expenses reasonably incurred by the prevailing party in connection with such litigation, including attorneys' reasonable fees. Notwithstanding any provision of this Agreement to the contrary, the obligations of the parties under this **Section 16** will survive termination of this Agreement.

17. **Notices.** Any notice, demand or request which may be permitted, required or desired to be given in connection therewith will be given in writing and directed to Seller and Purchaser as follows:

Purchaser: City of North Kansas City
2010 Howell Street
North Kansas City, Missouri 64116
Attention: City Administrator

With a copy to: City Counselor
2010 Howell Street
North Kansas City, Missouri 64116

With a copy to: Bryan Cave Leighton Paisner LLP
1200 Main Street
Suite 3800
Kansas City, Missouri 64105
Attn: Stephen S Sparks
Telephone: (816) 292-7882
Facsimile: (816) 855-3882
Email: sssparks@bclplaw.com

Seller: 18th & Swift, LLC
c/o Americo Life, Inc.
300 W. 11th St
Kansas City, Missouri 64105

Attention: Ian DeGalen, Director of Real Estate Projects
Telephone: (816) 391-2029
Facsimile:
Email: Ian.DelGalen@americo.com

With a copy to: Paul Lewis
Lathrop GPM LLP
2345 Grand Blvd
Kansas City, Missouri 64108
Telephone: (816) 460-5306
Facsimile:
Email: paul.lewis@lathropgpm.com

Notices will be either (a) personally delivered (including delivery by Federal Express or other courier service) to the offices set forth above, in which case they will be deemed delivered on the date of delivery to said offices; or (b) sent by certified or registered mail, return receipt requested, in which case they will be deemed delivered on the date that is three (3) business days after the date shown on the receipt, unless delivery is refused or delayed by the addressee, in which event they will be deemed delivered on the date of deposit in the U.S. Mail or (c) by confirmed facsimile or by email, in which case they will be deemed delivered on the date sent if sent by 5:00 p.m. (Kansas City time). Notices may be delivered on behalf of the parties by their respective attorneys.

18. **Benefit.** This Agreement is for the benefit only of the parties hereto or their nominees, successors, beneficiaries and assignees as permitted in **Section 14**, and no other person or entity will be entitled to rely hereon, receive any benefit herefrom or enforce against any party hereto any provision hereof, whether as a third party beneficiary or otherwise, it being specifically intended that there will be no third party beneficiaries hereto or any third party reliance hereon.

19. **Further Assurances.** In order to give effect to the transactions provided for and contemplated by this Agreement, each party will, whenever and as often as it is requested reasonably to do so by the other party, execute, acknowledge and deliver and will cause to be executed, acknowledged or delivered, any and all such further conveyances, maps, applications, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, any and all further assurance and such documents and instruments as may be necessary, expedient or proper, in the opinion of the party requesting same, in order to complete any and all conveyances, transfers and assignments provided for in this Agreement and to do any and all such other acts and to execute and acknowledge and deliver any and all such documents as required in order to cause the completion of the transactions provided for in this Agreement.

20. **Miscellaneous.**

(a) **Entire Understanding.** This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(b) **Time of the Essence.** Time is of the essence of this Agreement. If any date herein set forth for the exercise of any rights by Seller or Purchaser, the performance of any obligations

by Seller or Purchaser, or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery will ipso facto be extended to the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State where the Land is located for observance thereof.

(c) **Construction.** This Agreement will not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement. The headings of various Sections in this Agreement are for convenience only, and are not to be utilized in construing the content or meaning of the substantive provisions hereof.

(d) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State.

(e) **Partial Invalidity.** The provisions hereof will be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision will not affect the validity or enforceability of any other provision hereof.

(f) **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which will be deemed an original. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) will be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Agreement will be bound by its own telecopied or electronically transmitted handwritten signature and will accept the telecopy or electronically transmitted handwritten signature of the other party to this Agreement. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Agreement will be legal and binding and will have the same full force and effect as if originally signed.

(g) **Risk of Loss.**

(i) If, before delivery of the Deed to Purchaser, improvements on the Property are damaged or destroyed by fire or other causes, including those that could be covered by what is known as fire and extended coverage insurance, and the damage is minor (\$10,000 or less), the parties agree that Seller will give to Purchaser at Closing a credit against the Purchase Price in an amount equal to the cost of such repairs or replacement.

(ii) If, before delivery of the Deed to Purchaser, improvements on the Property are damaged or destroyed by fire or other causes, including those that could be covered by what is known as fire and extended coverage insurance, and the damage is substantial (more than \$10,000), Purchaser may: (A) terminate this Agreement by written notice to Seller within ten (10) days after receiving notice of the damage or destruction of the Property; (B) elect to enforce this Agreement and require that the Property be conveyed in its existing condition at the time, provided Seller will assign Seller's fire and extended coverage insurance proceeds to Purchaser at Closing; or (C) elect to enforce this Agreement and require that Purchaser receive a credit from Seller at Closing in an amount equal to the cost of repair, in which case Seller will retain all rights to any of Seller's fire and extended coverage insurance proceeds.

(h) **Force Majeure.** Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an

Event of Force Majeure. Where there is an Event of Force Majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the Event of Force Majeure and the reasons for the Event of Force Majeure preventing that party from, or delaying that party in performing its obligations under this Agreement and that party must use its reasonable efforts to mitigate the effect of the Event of Force Majeure upon its or their performance of this Agreement and to fulfil its or their obligations under this Agreement. Upon completion of the Event of Force Majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement. An Event of Force Majeure does not relieve party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event. An “**Event of Force Majeure**” is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following: (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; (b) ionizing radiation or contamination, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component; (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; (d) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity; (e) epidemics or pandemics and any quarantines or similar actions taken by local, state or federal governments because of such epidemic or pandemic that materially and reasonably restrict the ability of a party to this Agreement to perform its obligations hereunder.

(i) **Section 1031 Exchange.** Sellers and Purchaser hereby acknowledge that either party hereto may decide to effectuate an exchange of the Property pursuant to the Internal Revenue Code of 1986, as amended (the “**Code**”). Each party hereby agrees to reasonably cooperate with the other so as to effectuate a deferred exchange under the Code; provided, however, that such cooperating party will not be required, in connection with such exchange, to accept or be deemed to accept title to property for which the Property is to be exchanged, nor will such cooperating party be required to enter into contractual relations with any party other than the other party hereto or its assignee hereunder in order to effectuate such exchange. Each party will cooperate with appropriate documentation with the other party’s exchange intermediary, including but not limited to execution of assignment documents and certifications regarding the transfer; provided that such cooperating party will not be required to incur any additional obligations or liabilities in connection with or as a result of such documentation. Each party hereto hereby warrants and agrees to defend, hold harmless and indemnify the other party from any cost, liability or cause of action (other than the other party’s own counsels’ fees) arising in connection with such an exchange. The indemnity contained in this Section will survive the Closing of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale on the date first above written.

SELLER:

18th & Swift, LLC;
a Missouri limited liability company

By: _____
Its: _____

PURCHASER:

City of North Kansas City, Missouri;
a third class city and municipal corporation organized
and existing under the laws of the State of Missouri

By: _____
Its: Mayor

SCHEDULE 1-A

LEGAL DESCRIPTION

[Guastello Property]

Tract 1:

All that part of the Southeast Quarter of the Southwest Quarter of Section 14, Township 50 North, Range 33 West, in North Kansas City, Clay County, Missouri, more particularly described as follows: Beginning at a point in the East line of Clay Street, which point is 30 feet North and 409.66 feet West of the Southeast corner of said Quarter Quarter Section; thence North along the East line of said Clay Street, 410 feet; thence East at right angles to the last described course, 130.56 feet to the point in the West line of a 17 foot strip of land condemned by the Chicago, Burlington and Quincy Railroad Company in Civil Action No. 2042 in the District Court of the United States of the Western Division of the Western District of the State of Missouri, said strip being the National Bellas Hess lead tract right-of-way in the Decree rendered June 28, 1946, in said suit; thence South along the West line of said 17 foot strip, 410.39 feet to a point in the North line of 16th Avenue, said point being 30 feet North of the South line of said Quarter Quarter Section; thence West along the North line of said 16th Avenue, 129.16 feet to the point of beginning, Except part in E 16th Ave.

Tract 2:

All of the South 65 feet of the following described tract of land: All that part of the Southeast Quarter of the Southwest Quarter of Section 14, Township 50, Range 33, in North Kansas City, Clay County, Missouri, described as follows: Beginning at a point in the East line of Clay Street, 410 feet North of the North line of 16th Avenue, said point being the Northwest corner of a tract of land conveyed to General Electric Company by Deed recorded June 14, 1948 as Document No. A-10201 in Book 419 at Page 621; thence East along the North line of said General Electric Tract, 130.56 feet (deed) 130.99 feet (measured) to a point in the West line of a 17-foot strip of land condemned for switch tract purposes by the Chicago, Burlington & Quincy Railroad Company in Civil Action No. 2042 in the District Court of the United States for the Western Division of the Western District of Missouri, being the strip designated "National Bellas-Hess Lead Off Burlington Avenue Lead" in the Decree rendered June 28, 1946, in said suit; thence Northerly along the West line of said 17-foot strip, 246.57 feet, more or less (deed), 247.19 feet (measured) to a point in the South line of the second tract conveyed to Real Estate Investment Company by Deed dated January 18, 1944 and recorded in Book 366 at Page 59; thence West along the South line of said tract, 118.91 feet, more or less (deed) 111.39 feet (measured) to a point in the Northerly extension of the East line of Clay Street; thence South along said extension and along the East line of Clay Street, 245.95 feet, more or less to the point of beginning.

Tract 3:

The easement estate for Ingress and Egress, created by the Deed recorded December 1, 1982 as Document No. E-46994 in Book 1479 at Page 406, covering the Land described as follows: All of the South 44.52 feet of the following described tract of land: All that part of the Southeast Quarter of the Southwest Quarter of Section 14, Township 50, Range 33, in North Kansas City, Clay County, Missouri, described as follows: Beginning at a point 460.48 feet North of a point

459.56 feet (deed) 460.31 feet (measured) West of the Southeast corner of the Southwest Quarter of Section 14, said point being the Northwest corner of a strip of land, known as Clay Street as dedicated to public use by Deed recorded as Document No. A-21748 in Book 446 at Page 329; thence North along the extension of the West line of said strip and along a line parallel with and 364 feet East of the East line of Burlington Avenue, 390.72 feet to a point in the South line of 18th Avenue; thence East along said South line of 18th Avenue, 50 feet more or less to a point, 362.51 feet West of the West line of Swift Street; thence South 150 feet to a point 362 feet West of the West line of Swift Street; thence South 15.23 feet to a point 362 feet West of the West line of Swift Street; thence continuing South along the Northerly extension of the East line of Clay Street as dedicated by said Deed recorded in Book 446 at Page 329 to the Northeast corner of the strip so dedicated said corner being 460.48 feet North of a point 409.66 feet (deed) 410.31 feet (measured) West of the Southeast corner of said Section 14; thence West 50 feet to the point of beginning, Excepting the North 290.72 feet of said described tract.

SCHEDULE 1-B

LEGAL DESCRIPTION

[BNSF PROPERTY]

Tract 4:

A tract of land in the Southwest Quarter of Section 14 Township 50 North, Range 33 West of the 5th Principal Meridian in North Kansas City, Clay County, Missouri being bounded and described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence North 00 minutes 52 minutes 29 seconds East on the East line of said Southwest Quarter, 30.00 feet; thence leaving said East line, North 89 minutes 08 minutes 09 seconds West, 50.00 feet to the Southeast corner of Tract I, Missouri Special Warranty Deed recorded in Book 2581 at Page 172 also being the existing North right-of-way line of E 16th Ave as now established; thence continuing North 89 minutes 08 minutes 09 seconds West on the South line of said Tract I and said existing North right-of-way line, 213.50 feet to the Southwest corner of said Tract I, said point also being the point of beginning of the tract of land to be herein described; thence continuing North 89 minutes 08 minutes 09 seconds West on said existing North right-of-way line, 16.85 feet; thence North 00 minutes 52 minutes 16 seconds East, 474.30 feet to a point on the South line of Tract V of said Missouri Special Warranty Deed; thence South 89 minutes 08 minutes 09 seconds East on said South line, 16.88 feet to the Southeast corner of said Tract V also being a point on the West line of said Tract I; thence South 00 minutes 52 minutes 29 seconds West on said West line, 474.30 feet to the point of beginning.

SCHEDULE 4(A)

SELLER'S DELIVERIES

1. Copies of any and all leases and all other occupancy agreements relating to the Property.
2. Copies of all brokerage commission, management, leasing, maintenance, landscaping repair, pest control, and other service and/or supply contracts, and any other contracts or agreements relating to or affecting the Property.
3. Copies of all written third-party reports, any documents, and/or data regarding soil conditions, ground water, wetlands, underground storage tanks, subsurface conditions and/or other environmental or physical conditions relating to the Property, in Seller's possession or control.
4. Copies of all engineering and architectural plans and specifications, drawings, studies and surveys relating to the Property, in Seller's possession or control, and copies of all records pertaining to the repair, replacement and maintenance of the mechanical systems at the Property, the roof and the structural components of the Property.

MEMORANDUM

TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: February 16, 2021

RE: 18th & Swift Parking Purchase Agreement & Development Agreement Amendments

As previously discussed, City staff and 18th & Swift, LLC (the “Developer”) have been working to implement a revised parking agreement that will swap the City’s 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the Storsafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer.

The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer’s parking structure.

The net result of this transaction will be greater number of public parking spaces on a new surface lot and additional parking for residents and visitors to adjacent businesses.

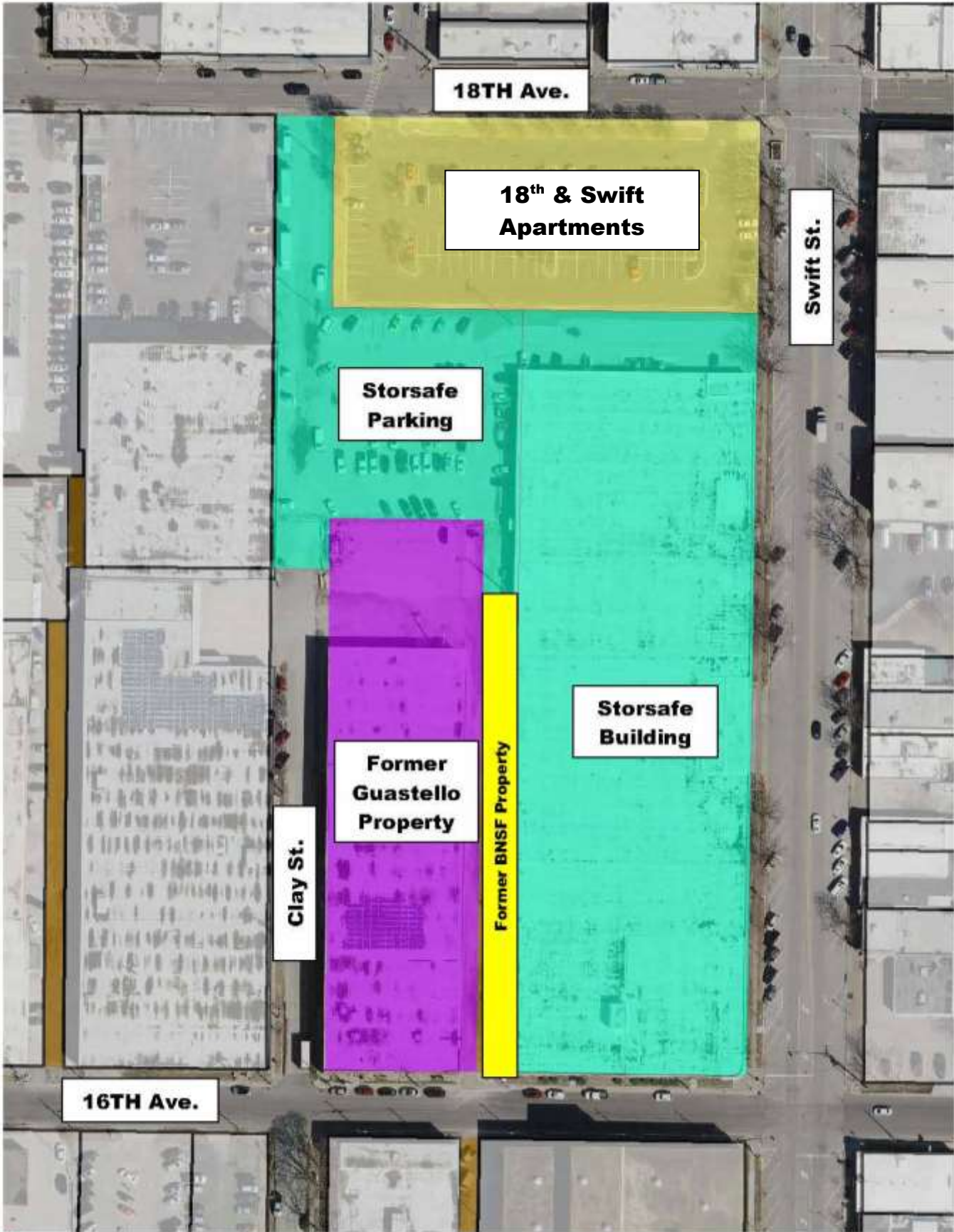
The financial impact is summarized as follows:

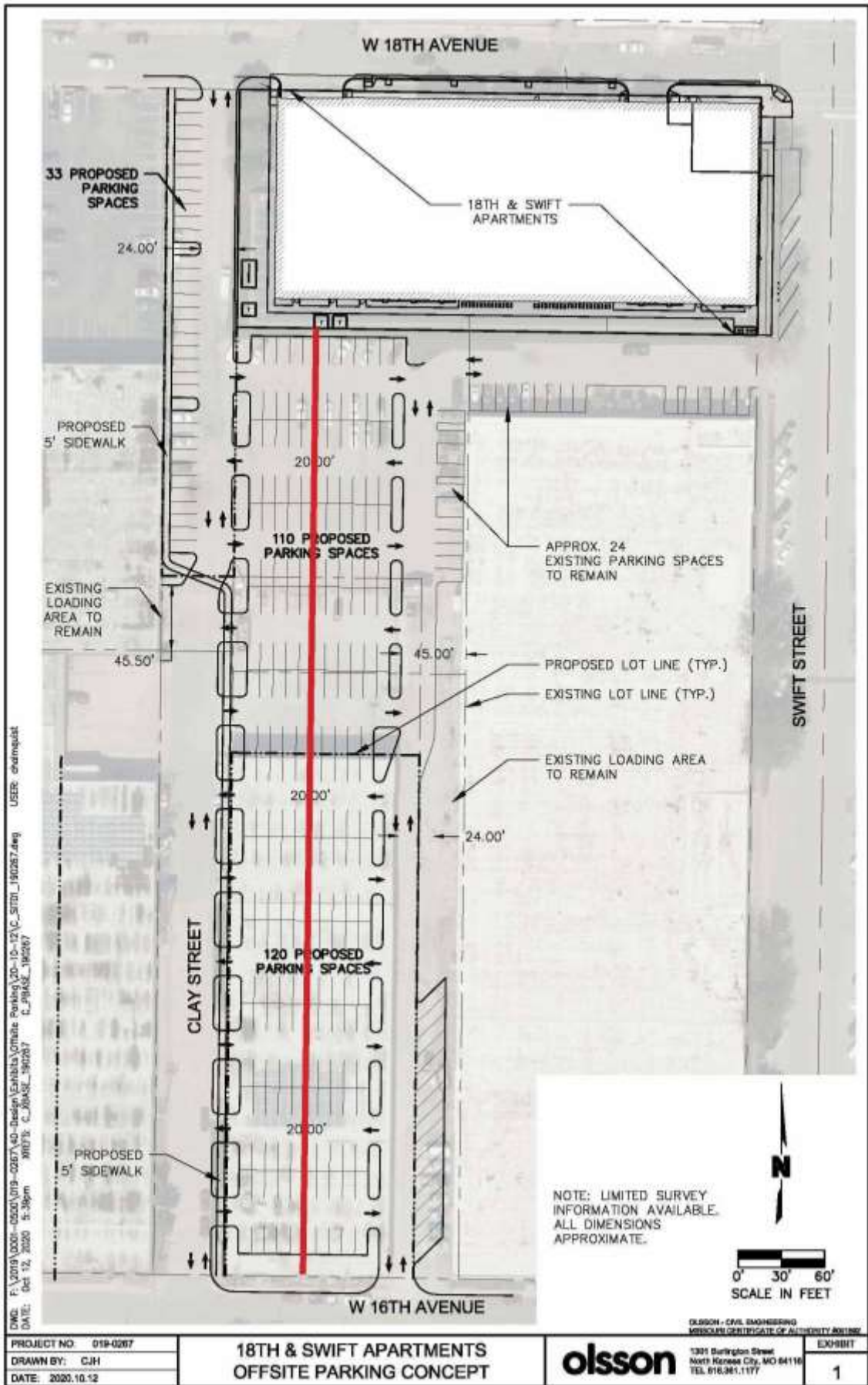
- The City will forgo the \$600,000 Public Parking Shared Cost payment to the Developer.
- The City will forgo the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District (“CID”). The CID will now be terminated and the City will save the costs of administering the CID over the next 25 years.
- The City will purchase the surface parking lot from the Developer for \$1.00.
- The City will be responsible for demolition and construction related to the surface parking lot. The estimated cost this work is approximately \$500,000.

In addition to the transaction with the Developer, the parking agreement involves a property swap with Storsafe IV, who owns the adjacent Storsafe building. The City and Storsafe IV will jointly construct a lot with approximately 300 spaces and the ownership of the lot will be divided between the City and Storsafe (see the site plan attached to this memorandum). The new City parking will have direct access onto both W. 18th and W. 16th Avenues as well as Swift St. The new parking will be constructed pursuant to the Parking Development Agreement and the Reciprocal Easement Agreement and the City and Storsafe will separately own their respective parking lots.

In order to implement the new parking arrangement with the Developer, the City Council is being asked to consider the following actions:

1. Ordinance approving the PARKING DEVELOPMENT AGREEMENT and RECIPROCAL EASEMENTS AGREEMENT between the City and Storsafe relating to the development, ownership and mutual use of the new parking. The PARKING DEVELOPMENT AGREEMENT implements the land swaps between Storsafe and the City and details the construction of the new City parking lot. The RECIPROCAL EASEMENTS AGREEMENT creates mutual rights of use between the City parking parcel and the Storsafe parcel for operation of a surface parking lot of approximately 300 spaces. Each party will have rights of access to the parking lots.
2. Ordinance approving an AGREEMENT OF PURCHASE AND SALE between the Developer and the City. This property was formerly owned by George Guastello and the BNSF railroad. The City will purchase for \$1.00 and the purchase is conditioned on an agreement between the City and Storsafe relating to the development of the surface parking. The Agreement includes a three story height restriction on the portion of the land to be retained by the City.
3. Ordinance approving the SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT between the Developer and the City. This agreement implements the trade of the structured parking for the surface parking and eliminates the City requirement for \$600,000 Public Parking Shared Costs and the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District (“CID”). The CID will now be terminated.
4. Ordinance approving an OMNIBUS AMENDMENT OF DOCUMENTS RELATING TO THE CITY’S SERIES 2020 CHAPTER 100 BONDS. Because the City will no longer own the structured parking the Chapter 100 Bond documents need to be amended to reflect the transfer of such ownership to the Developer. This document accomplishes the transfer of the City’s structured parking to the Developer and also is a “cleanup” amendment necessitated by the financing related to the Developer’s private lender and has no financial impact on the City.
5. Ordinance approving a TERMINATION OF PARKING STRUCTURE MAINTENANCE AGREEMENT. Because the City will no longer have any structured parking spaces, the City and the Developer will execute the termination agreement. After closing, the ownership, costs and maintenance of the parking structure will be solely a Developer responsibility.





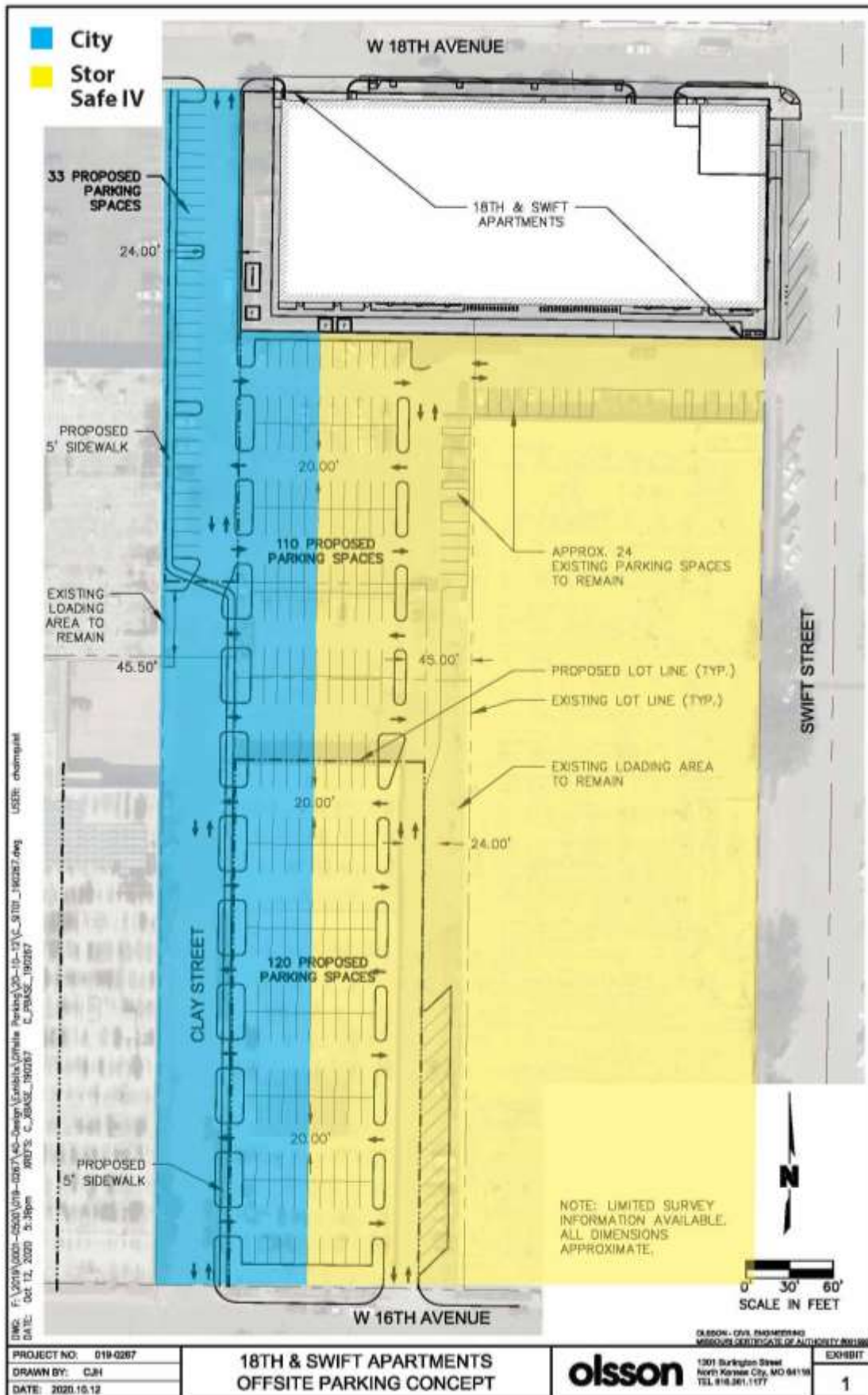
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 DATE: Dec 12, 2020 9:39pm WID: C:\2019\2020-0501\019-0207\40-Design\Exhibits\Offsite Parking\20-10-12\VC_SIT01_190207.dwg

PROJECT NO:	019-0207
DRAWN BY:	CJH
DATE:	2020.10.12

**18TH & SWIFT APARTMENTS
OFFSITE PARKING CONCEPT**

olsson 1301 Burlington Street
North Kansas City, MO 64116
TEL 816.261.1177

OLSSON - CIVIL ENGINEERING MISSOURI CERTIFICATE OF AUTHORITY #01902	EXHIBIT
	1



AN ORDINANCE APPROVING SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI AND 18TH & SWIFT, LLC; AND AUTHORIZING THE EXECUTION THEREOF ON BEHALF OF THE CITY BY THE MAYOR.

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“**Chapter 100**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City is owner of certain real property located generally at East 18th Avenue and Swift Street in the City of North Kansas City, Missouri, which is legally described in the agreement attached hereto and incorporated herein (the “**Project Site**”); and

WHEREAS, 18th & Swift, LLC (the “**Company**”) proposed a project for lease by the Company from the City and development under Chapter 100, consisting of the Project Site and construction materials and other personal property necessary to the construction and improvement of the Project Site (collectively, the “**Project**”); and

WHEREAS, the City finds that the Project serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development; and

WHEREAS, the City and the Company entered into a Development Agreement dated January 15, 2019, as amended by a First Amendment to Development Agreement dated July 16, 2019 (together, the “**Original Agreement**”); and

WHEREAS, the City and the Company entered into a First Amended and Restated Development Agreement dated as of February 19, 2020, as amended by a First Amendment to First Amended and Restated Development Agreement, dated as of June 16, 2020 and as further amended by a Second Amendment to First Amended and Restated Development Agreement, dated as of September 15, 2020 (together, the “**Existing Agreement**”) regarding the Project and for the purpose of amending and restating in its entirety the Original Agreement; and

WHEREAS, the City and the Company desire to enter into this Second Amended and Restated Development Agreement for the purpose of setting forth the covenants, agreements and

obligations of the City and the Company with respect to the Project and for the purpose of amending and restating in its entirety the Existing Agreement; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. Approving Second Amended and Restated Development Agreement. The City Council does hereby find and determine that it is in the best interests of the City and its citizens to approve the Second Amended and Restated Development Agreement (the “**Second Amended Agreement**”) affecting certain real property located at the southwest corner of 18th Avenue and Swift Street in the City of North Kansas City, Missouri. A copy of the Second Amended Agreement is attached hereto, marked “**Exhibit 1**” and is incorporated herein by reference. The Mayor and City Clerk are hereby authorized and directed to execute the Second Amended Agreement on behalf of the City. The provisions of the Second Amended Agreement are hereby approved by the City Council of the City of North Kansas City, Missouri.

Section 2. Further Authority. The City shall, and the mayor, city clerk, legal counsel, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Severability. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause, or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This Ordinance shall be in full force and effect immediately upon passage by the City Council and approval by the Mayor.

PASSED this 16th day of February, 2021.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 16th day of February, 2021.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

Thomas E. Barzee, Jr., *City Counselor*

EXHIBIT “1”

SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

by and between

CITY OF NORTH KANSAS CITY

and

18TH & SWIFT, LLC

TABLE OF CONTENTS

ARTICLE I Definitions and Construction	2
1.1 Definitions.....	2
1.2 Construction.....	5
ARTICLE II The Project and Development Process	5
2.1 Description of Project	5
2.2 Parking Improvements; Infrastructure	5
2.3 No Acquisition or Eminent Domain for Project	6
2.4 Pre-Closing Activities	6
2.5 Development Process.....	8
2.6 Certificates of Substantial Completion	9
2.7 Project Zoning, Planning, Platting, and Construction.....	9
2.8 ADA.....	10
2.9 Use Restrictions	10
2.10 Rights of Access	11
2.11 Encumbrances and Liens	11
2.12 Community Improvement District.....	11
2.13 Termination of Parking Structure Maintenance Agreement.....	12
2.14 Affirmation of Completion Guaranty.. ..	12
2.15 Operation of the Condominium Association.. ..	12
2.16 Operation of the Project; Restrictions on Tenants.. ..	12
ARTICLE III Obligations of the City.....	12
3.1 Bonds	12
3.2 Project Site Tax Exemption	13
3.3 Sales Tax Exemption	14
3.4 Permitting and Approval Assistance.....	14
ARTICLE IV Closing	14
4.1 Closing.....	14
4.2 Bond Issuance	14
ARTICLE V Company Obligations, Representations, And Warranties.....	15
5.1 Project Operation and Maintenance.....	15
5.2 Company Authorization.....	15
ARTICLE VI Default and Termination; Estoppel.....	16
6.1 Events of Default Defined	16

6.2	Remedies on Default.....	16
ARTICLE VII Miscellaneous		18
7.1	Notices	18
7.2	Severability	19
7.3	Assignment	19
7.4	Counterparts.....	20
7.5	Survival	20
7.6	Consents and Approvals	20
7.7	Entire Agreement.....	20
7.8	Headings	20
7.9	Negation of Partnership	20
7.10	Representatives not Individually Liable	20
7.11	Ancillary Documents	21
7.12	Compliance with Applicable Laws	21
7.13	Payment or Performance on Saturday, Sunday or Holiday	21
7.14	Incorporation of Recitals and Exhibits	21
7.15	Conflict of Terms	21
7.16	No Waiver	21
7.17	No Tax Representations or Warranties	21
7.18	Costs and Expenses; Costs of Issuance.....	21
7.19	Company Lender.....	22
7.20	Termination.....	22
7.21	Force Majeure	22
7.22	Insurance and Indemnification.....	23
7.23	Governing Law	24
7.24	Waiver.....	24
7.25	Electronic Storage of Documents	24
7.26	Employee Verification.....	24
7.27	Equal Employment Opportunity During Performance of this Agreement	24
7.28	Project Environmental	25
7.29	Amendment and Restatement, No Novation	27

SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Agreement**”) is dated as of _____, 2021 (“**Effective Date**”), by and between the **CITY OF NORTH KANSAS CITY**, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”) and **18TH & SWIFT, LLC**, a Missouri limited liability company (the “**Company**”).

RECITALS

A. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“**Chapter 100**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

B. The City is owner of certain real property located generally at East 18th Avenue and Swift Street in the City of North Kansas City, Missouri, which is legally described in **Exhibit A** attached hereto and incorporated herein (the “**Project Site**”).

C. The Company proposed a project for lease by the Company from the City and development under Chapter 100, consisting of the Project Site and construction materials and other personal property necessary to the construction and improvement of the Project Site as described in Article II below (collectively, the “**Project**”).

D. The City finds that the Project serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development.

E. The City and the Company entered into a Development Agreement dated as of January 15, 2019, as amended by a First Amendment to Development Agreement dated as of July 16, 2019 (together, the “**Original Agreement**”).

F. The City and the Company entered into a First Amended and Restated Development Agreement dated as of February 19, 2020, as amended by a First Amendment to First Amended and Restated Development Agreement, dated as of June 16, 2020 and as further amended by a Second Amendment to First Amended and Restated Development Agreement, dated as of September 15, 2020 (together, the “**Existing Agreement**”) regarding the Project and for the purpose of amending and restating in its entirety the Original Agreement.

F. By Ordinance No. 9377 passed on February 16, 2021, the City Council has authorized the City’s execution of this Agreement.

G. The parties desire to enter into this Agreement for the purpose of setting forth the covenants, agreements and obligations of the City and the Company with respect to the Project and for the purpose of amending and restating in its entirety the Existing Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree for the Term of this Agreement as follows:

ARTICLE I Definitions and Construction

1.1 **Definitions.** Unless the context or use clearly indicates another or a different meaning or intent, for purposes of this Agreement the following definitions shall apply to the following capitalized word or phrase:

“**ADA**” shall have the meaning set forth in Section 2.8.

“**Applicable Laws**” shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, City Code, code interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, design guidelines, directive, policies, requirement or decision of or agreement with or by the City or other governmental bodies.

“**Bonds**” or “**Chapter 100 Bonds**” shall mean the industrial development revenue bonds issued by the City pursuant to an Indenture of Trust dated as of October 1, 2020 (the “**Indenture**”) between the City and BOKF, N.A., as Trustee (the “**Trustee**”) in the maximum principal amount of \$47,250,000 pursuant to Chapter 100 in order to provide for financing of a portion of the Project and to allow the Project to be exempt from ad valorem property taxes (subject to the payment of PILOTs, as described in Section 3.2).

“**Bond Counsel**” shall have the meaning set forth in Section 4.6(a).

“**Bond Documents**” shall have the meaning set forth in Section 3.1(e).

“**CERCLA**” shall have the meaning set forth in Section 7.28(d).

“**Chapter 100**” shall have the meaning given in Recital A.

“**Chapter 100 Plan**” shall mean the Chapter 100 plan (including any amendments thereto) for the Project and the issuance of the Bonds as described in Ordinance 9335 adopted by the City Council on September 15, 2020.

“**City**” shall mean the City of North Kansas City, Missouri, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri.

“**City Administrator**” shall mean the City Administrator (or his/her designee) of the City.

“**City Code**” shall mean the building, construction and zoning codes of the City and all other applicable laws and regulations of the City which are applicable to the Project.

“**City Council**” shall mean the governing body of the City.

“**Closing**” shall have the meaning set forth in Section 4.1.

“**Closing Date**” shall mean the date on which the Closing occurred, October 29, 2020.

“**Commercial Facility**” shall mean a facility comprised of buildings and improvements in accordance with Article II hereof for not less than 200 units of Class A market rate residential apartments, approximately 3,000 square feet of retail space and the Parking Improvements, to be operated for profit by the Company in accordance with this Agreement.

“**Community Improvement District**” shall mean the Community Improvement District as described in the Petition.

“**Company**” shall mean 18th & Swift, LLC, a Missouri limited liability company, and its successors and assigns.

“**Completion Guarantor**” shall mean collectively, Jason Swords and Sunflower Development Group, LLC, a Missouri limited liability company, or such other guarantor(s) as the City may approve, in its sole discretion, and require in accordance with this Agreement.

“**Condominium Agreements**” shall have the meaning set forth in Section 2.4(f).

“**County**” shall mean Clay County, Missouri.

“**Cure Period**” shall have the meaning set forth in Section 6.1(a).

“**Development Fee**” shall have the meaning set forth in Section 4.2.

“**Development Plan**” shall have the meaning set forth in Section 2.1.

“**Development Schedule**” shall have the meaning set forth in Section 2.4.

“**Diligence Approval Date**” shall have the meaning set forth in Section 2.4.

“**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.

“**Events of Default**” or “**Default**” shall have the meaning set forth in Section 6.1.

“**Existing Agreement**” shall mean the First Amended and Restated Development Agreement between the City and the Company dated as of February 19, 2020 as amended by that certain First Amendment to First Amended and Restated Development Agreement dated as of June 16, 2020 between the City and the Company and as further amended by that certain Second Amendment to First Amended and Restated Development Agreement dated as of September 15, 2020 between the City and the Company.

“**Financing Documents**” shall have the meaning set forth in Section 2.4(g).

“**Force Majeure**” shall have the meaning set forth in Section 7.21.

“**GMP**” shall have the meaning set forth in Section 2.4(g) (ii).

“**Governmental Approvals**” shall have the meaning set forth in Section 2.4(a).

“**Initial Personal Property**” shall have the meaning set forth in Section 4.2.

“**Infrastructure**” shall mean the “horizontal” or surface and subsurface improvements to service the Project improvements constructed and installed within, upon, and beneath the Project Site, including, but not limited to, open space design, conduits, sanitary and storm sewer lines, storm drainage and other utilities, streetscape, all of which infrastructure shall be consistent with the studies prepared pursuant to the Development Plan and City Code.

“**Lease**” shall mean the Lease Agreement dated as of October 1, 2020, by and between the City and the Company, as amended by the Omnibus Amendment of Documents.

“**Member**” or “**Members**” shall have the meaning ascribed to such term in the Operating Agreement of the Company and the Completion Guarantor (as the case may be).

“**Omnibus Amendment of Documents**” shall mean the Omnibus Amendment of Documents dated as of the Effective Date among the City, the Company and the Trustee, which amends the Bond Documents.

“**Original Agreement**” shall mean the Original Agreement as set forth in Recital E to this Agreement.

“**Parties**” shall mean the City and the Company.

“**Parking Improvements**” shall have the meaning set forth in Section 2.2.

“**Parking Improvements Maintenance Agreement**” shall have the meaning set forth in Section 2.4(f).

“**Petition**” shall mean the Petition to Establish the 18th & Swift Community Improvement District, approved by the City Council pursuant to Ordinance 9339 adopted by the City Council September 15, 2020.

“**PILOT**” shall have the meaning set forth in Section 3.2(a).

“**Plat**” shall have the meaning set forth in Section 2.4(d).

“**Pre-Closing Activities**” shall have the meaning set forth in Section 2.4.

“**Project**” shall have the meaning given in Recital B.

“**Project Lender**” shall mean any lender providing financing for the construction of the Project which is secured by a first priority deed of trust.

“**Project Site**” shall mean the property legally described in **Exhibit A** attached hereto.

“**Process**” shall have the meaning set forth in Section 2.5.

“**Sales Tax Payments**” shall have the meaning set forth in Section 3.3(c).

“**Substantial Completion**” and “**Substantially Complete**” shall have the meaning set forth in Section 2.6.

“**Taxes**” shall have the meaning set forth in Section 4.5(a).

“**Term**” means the period beginning on the Closing Date and ending until the expiration of any period of tax abatement associated with the Development Plan.

1.2 **Construction.** As used herein, words of any gender shall be deemed and construed to include correlative words of each other gender, and unless the context otherwise requires, the singular shall include the plural and vice-versa.

ARTICLE II

The Project and Development Process

2.1 **Description of Project.** The Project consists of the design, development, and construction of the condominium Commercial Facility and the Parking Improvements and the purchase of construction materials and other personal property necessary for the construction and operation of the Commercial Facility, including, without limitation, the acquisition from time to time by the Company of personal property for use by the Company in connection therewith. The Project and the Commercial Facility will be designed, developed and constructed to also include amenities consistent with a Class A residential apartment project, including but not limited to the following amenities: (i) in-unit washer/dryer, refrigerator, oven/range, and microwave, and (ii) elevator serviced buildings with secure access and climate-controlled interior corridors. The Company shall have the sole right to plan, design and carry out the Project in such manner as the Company shall determine to be necessary or desirable, provided, however, that the Project is in substantial accord and compliance with this Agreement, applicable City Code and the final development plan, including the condominium plat with respect to the Project approved by the City’s Planning Commission and the City Council, as applicable, (the “**Development Plan**”).

2.2 **Parking Improvements; Infrastructure.** In connection with the construction of the Project, the Company shall complete (I) a condominium parking structure (the “**Parking Improvements**”) consisting of approximately two hundred forty (240) structured parking spaces and (II) the Infrastructure. The Company hereby agrees to construct, or cause to be constructed, the Parking Improvements and the Infrastructure in substantial accord and compliance with this Agreement, the City Code, and the Development Plan. The City shall not pay for or share in the cost of the Project, including, without limitation, the Parking Improvements and the Infrastructure.

2.3 **No Acquisition or Eminent Domain for Project.** It is not contemplated by Company that the acquisition or termination of any real property rights from any third parties is necessary for the acquisition, construction, installation and maintenance of the Project or any public improvements associated therewith.

2.4 **Pre-Closing Activities.** Prior to the Closing the Company generally completed the following activities for the Project and the City acknowledges the completion of the following activities prior to the Closing (except as specified in this **Section 2.4**) (collectively, the “**Pre-Closing Activities**”):

(a) Company, at the Company’s cost and expense, prepared a construction, development, permit and governmental approval schedule (“**Development Schedule**”) for the Project pertaining to the matters to be set forth in the Development Plan. Such Development Schedule was submitted to the City for approval and identified generally, the permits, land use approvals, zoning requirements and related regulatory review requirements necessary to implement the Project (“**Governmental Approvals**”).

(b) The Company or its consultants prepared designs for Infrastructure for the Project, if and when required by City Code for development of the Project. The Company represents and further agrees that any Infrastructure designed and/or constructed for the Project is comprehensively integrated with all other Infrastructure for the whole of the Project, to ensure the overall efficiency of operation and construction costs of the Infrastructure and Project improvements.

(c) (I) The Company prepared the Development Plan for the Project, which Development Plan has or will be reviewed and approved by the City and any body thereof from which approval of the Development Plan is required under the City Code. The Development Plan shall provide a complete description of the Project, including generally, such things as are required to secure all permits from the City for the Project Site that is the subject of the Development Plan, such as: (i) building uses; (ii) gross building area; (iii) gross leasable area; (iv) the Parking Improvements; (v) public transportation access; (vi) the estimated time-frame in which the Project shall be implemented; (viii) the number of market rate housing units to be included in the Project; and (ix) the retail area square footage in the Project. Notwithstanding the foregoing, any future amendment to the approved Development Plan shall be subject to the review and approval of the City in accordance with City Code.

(II) The Parties shall periodically (at least every one hundred eighty (180) days or such other regular period mutually acceptable to the Parties) review the Development Schedule to ensure it is accurate in light of market conditions and, in the event the Parties determine the Development Schedule is not accurate in light of such market conditions, the Development Schedule shall be amended in writing by agreement of the Parties, consent to which shall not be unreasonably withheld, conditioned or delayed.

(d) The Company, at the Company’s sole cost and expense, prepared a final condominium plat for the Project in accordance with applicable City ordinances (“**Plat**”) and as described in **Exhibit A** and submitted the Plat to the City for approval in accordance with the City Code. The Plat shall be consistent with the Development Plan.

The Plat, and any subsequent rezoning or plat applications related to the Project, shall be prepared, filed and, as applicable, recorded by the Company, at the sole cost and expense of the Company. Any future amendment to the approved Plat shall be subject to the review and approval of the City, consent to which shall not be unreasonably withheld, conditioned or delayed.

(e) Pursuant to City Code, the Company, at the Company's sole cost and expense, prepared an application to rezone the Project Site, from its current zoning classification to such zoning as required for the Commercial Facility, all in accordance with applicable City Code.

(f) The Company, at the Company's sole cost and expense, prepared the condominium bylaws, articles of incorporation for the condominium association, Declaration of Condominium dated September 15, 2020 and recorded September 22, 2020 in Plat Book 2020034896, Book 8807, Page 34 in the real property records of the County and the Parking Improvements Maintenance Agreement (collectively, the "**Condominium Agreements**").

(g) As a condition precedent to the obligations of the City to issue the Bonds and execute the Lease, the Company provided to the City true and correct copies of the following documents in form and content satisfactory to the City, each of which was reviewed and approved by the City in its sole and absolute discretion as a condition to the City's obligation to issue the Bonds (the "**Financing Documents**"):

(i) Financial statements demonstrating the Company has the debt and equity adequate to complete the Project;

(ii) A guaranteed maximum price construction contract for the Project ("**GMP**");

(iii) Construction loan documents that fund the Project, which together with Company equity and all other sources of financing, the Company represented meet or exceed, in the aggregate, the GMP and the cost of furnishing and equipping the Project;

(iv) A payment and performance bond in an amount equal to the GMP naming City, Company, and/or its lender as obligees, which the Company provided to the City;

(v) Liability, casualty, workers compensation, and other insurance in types and amounts obtained on similar projects in the Kansas City metropolitan area;

(vi) The identity of the members, partners, officers and principal executives or other key personnel or investors of Company and any transfers of interests among such parties;

(vii) Such other financial due diligence as requested by the City and the City shall have the right to have its outside financial consultant confidentially conduct full financial due diligence relating to Company, the Completion Guarantor (evidencing that there has been no material adverse change in the Completion Guarantor's financial condition since the Effective Date), and the other Financing Documents;

(viii) Complete sources and uses allocation for the Project;

(ix) Detailed construction and development schedule for the Project;
and

(x) A guaranty by the Completion Guarantor in form and content acceptable to the City that guarantees completion of the Project in accordance with this Agreement.

Completion of the foregoing to the City's satisfaction occurred prior to the Closing Date for each of the foregoing items (i) through (x) (as to each of the foregoing items (i) through (x), respectively, the "**Diligence Approval Date**").

2.5 Development Process. Following the Closing, Company shall perform the following undertakings in accordance with the process ("**Process**") set forth below:

(a) Company shall exercise commercially reasonable efforts to obtain all Governmental Approvals for the Project;

(b) Company shall prepare and complete marketing materials and begin pre-sale and pre-lease activities;

(c) Company shall: (i) commence construction of the Infrastructure by February 28, 2021; (ii) commence construction of the Project improvements by March 30, 2021; and (iii) Substantially Complete construction of the Infrastructure and Project on or before March 30, 2023. If the Company does not, subject to matters Force Majeure, timely commence construction of the Infrastructure, the Project improvements, or Substantially Complete construction of the Infrastructure and Project as provided herein, the Company shall be liable for and pay to the City, without demand by the City therefor, the sum of \$1,000 per day for each such failure, payable on the first day of each calendar month beginning on the first calendar month immediately following the date of such failure to commence or Substantially Complete;

(d) The Company agrees that it will enter into the necessary contracts with contractors for the Project improvements and cause those contracts to provide that all work performed under such contracts be in accordance with the Development Plan and this Agreement.

(e) Commencing upon the date construction of the Project improvements begins and thereafter, on a bi-annual basis prior to the Project Completion Date, the Company shall prepare and deliver to the City a written update regarding the status of the

Process for the Project which is then subject to the Process by Company at the time of delivering the status update. The parties shall meet on an as-needed basis to discuss the Project status report.

2.6 Certificates of Substantial Completion. Within sixty (60) days after Substantial Completion of the Project in accordance with the provisions of this Agreement, the Company will submit to the City a Certificate of Substantial Completion for the City's approval. "**Substantial Completion**" or "**Substantially Complete**" shall mean that the Company shall have been granted a certificate of occupancy by the City building official and shall have completed all work as required by this Agreement with respect to the Project. The City shall, within ten (10) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The City's execution of the Certificate of Substantial Completion shall constitute evidence of the satisfaction of the Company's agreements and covenants to construct the Project; provided, however, that the issuance of the Certificate of Substantial Completion shall not relieve Company of its other obligations under this Agreement and which shall continue to survive.

2.7 Project Zoning, Planning, Platting, and Construction.

(a) Conformance with Agreement. The Project shall be developed, and the Project constructed in accordance with this Agreement and Applicable Laws.

(b) Zoning, Planning and Platting. The City and the Company agree to collaborate on any zoning, planning, and platting applications submitted in accordance with Applicable Laws by the Company in due course and good faith.

(c) Construction Plans. The Company shall submit Construction Plans for any portion of the Project it elects to construct for review and approval pursuant to the City's Code. Construction Plans may be submitted in phases or stages. All Construction Plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Project and this Agreement.

(d) Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements by the Company, the Company, shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by Applicable Laws, the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by the Company in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Company in securing these permits and approvals, and shall diligently process, review, and consider all such permits and approvals as may be required by Applicable Law; except provided that the City shall not be required to issue any such permits or approval for any portion of the Project not in conformance with this Agreement or Applicable Law.

(e) No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the

City's regulatory authority as provided by City's unified building code and applicable state law. The Company acknowledges that satisfaction of certain conditions contained in this Agreement may require the reasonable exercise of the City's discretionary zoning authority by the City Council in accordance with the City's zoning ordinance and Applicable Laws.

(f) Periodic Review. The City shall have the right to review in a monthly project team meeting the design and construction of the Project to determine that it is being designed, constructed and completed in accordance with this Development Agreement, the Development Plan, the Construction Plans, and all Applicable Laws. If the Project is not being designed or constructed in accordance with this Development Agreement, the Development Plan, the Construction Plans, or all Applicable Laws, after consulting with the Company, the City shall promptly deliver written notice to the Company and the Company shall promptly correct such deficiencies.

2.8 **ADA**. The Company shall construct the Project in compliance with and otherwise comply with the provisions of the Americans with Disabilities Act ("ADA"), 42 U.S.C. A Section 1201, et seq., as amended from time to time, and regulations promulgated under the ADA, including, without limitation, 28 C.F.R. Part 35 and 29 C.F.R. Part 1630.

2.9 **Use Restrictions**. Company and its successors and assigns and every successor in interest to all or any part of the Project Site shall, upon acceptance of title or any other interest thereto, including but not limited to the leasehold interest created under the Lease:

(a) devote all uses of the Project Site in accordance with and subject to the provisions regarding use set forth in the Development Plan for the term of any tax abatement thereunder;

(b) not discriminate on the basis of race, color, religion, sexual orientation, family status, handicap, sex or natural origin in the sale, lease or rental or in the use or occupancy of all or any part of the Project Site in perpetuity; and

(c) restrict use of the Project Site to prohibit any use of the Project Site for: adult book and video stores, community correctional facilities, half-way houses, drug or alcohol rehabilitation facilities, used car lots, multi-game, casino-style gambling facilities, commercial billboards, vape stores, vaping parlors, tattoo shops, pawn shops, payday lenders.

It is intended and agreed that the covenants provided in this Section 2.9 shall, at the option of the City, be set out by reference to this Agreement in the special warranty deed delivered by the City at the Closing or in a separate covenant and restriction to be filed of record running with the land, notwithstanding the expiration of the Term (in which case the covenants provided in this Section 2.9 shall continue nonetheless) binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by: the City, its successors and assigns, any successor in interest in the Project Site or any part of the Project Site, the owner of any other real estate or of any interest in real estate that is subject to the real estate use requirements and restrictions required hereunder, the United States, against the Company, its successors and

assigns, and every successor in interest to the Project Site, or any part thereof or any interest therein, and any party in possession or occupancy of the Project Site or any part thereof.

2.10 **Rights of Access.**

(a) Representatives of the City shall have the right to access the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the project, and the right to order a work stoppage for any violation of this Agreement of Applicable Law, so long as it complies with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity, except pursuant to Applicable Law.

(b) Pending commencement of construction of the Project the City shall have the right to utilize the Project Site for public parking; provided, however, the City's use of Project Site for public parking shall not interfere with construction of the Project.

2.11 **Encumbrances and Liens.** The Company agrees that no mechanics' or other liens shall be established or remain against the Project for labor or materials furnished in connection with the acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements. However, the Company shall not be in default if mechanics' or other liens are filed or established and the Company contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

2.12 **Community Improvement District.**

(a) The City and the Company approve the filing of the Petition to create the Community Improvement District and the levy of the special assessments as described in the Petition and the Community Improvement District has been formed on September 15, 2020 pursuant to Ordinance No. 9339 adopted by the City Council. The City and the Company have determined as of the Effective Date to take all appropriate steps to dissolve or terminate the Community Improvement District. The costs of dissolving and terminating the Community Improvement District, including legal and advisory fees incurred by the City, will be paid by the Company within thirty (30) days of the completion of the dissolution or termination of the Community Improvement District. .

(b) The special assessments described in the Petition were originally intended to repay the City for providing certain funds (described in the Existing Agreement as Atypical Infrastructure Public Costs and Public Parking Shared Cost – the “**City Costs**”) to the Company as described in the Existing Agreement. The City and the Company agree that, as of the Effective Date, the City will not provide or advance or pay the City Costs to the Company. As a consequence there will be no “Special Assessment Principal Payment Obligation” (as such term is defined in the Existing Agreement) nor will the Community Improvement District levy any special assessments.

2.13 **Termination of Parking Structure Maintenance Agreement.** The City and the Company covenant and agree to take such reasonable actions as are necessary and required to terminate, as of the Effective Date, the Parking Structure Maintenance Agreement.

2.14 **Affirmation of Completion Guaranty.** The Company covenants and agrees that as a condition precedent to this Agreement being in full force and effect it will provide to the City an affirmation of the Completion Guaranty from the Completion Guarantors in such form and content as shall be approved by the City in the City's sole and absolute discretion.

2.15 **Operation of the Condominium Association.** The City agrees that as a condition precedent to this Agreement being in full force and effect the City will, in the Omnibus Amendment of Bond Documents expressly provide that the Company shall be deemed the owner of the Project and Project Site for purposes of voting or exercise of rights on behalf of the property owners of the Project and the Project Site pursuant to the Condominium Agreements.

2.16 **Operation of the Project; Restrictions on Tenants.** The Company agrees to advise residential tenants of the Project and include provisions in tenant leases (of the Project) to the effect that the City Code prohibits overnight parking in City owned or controlled surface or structured parking lots. The Company will provide the City, from time to time, on request of the City a list of the tenants of the Project, including, if available to the Company information as to vehicles owned by tenants of the Project.

ARTICLE III Obligations of the City

3.1 **Bonds.** On October 29, 2020, pursuant to the requirements of Chapter 100 and approval by the City Council of the Chapter 100 Plan for the Project on September 15, 2020, the City issued the Bonds with terms generally as follows as follows:

(a) The proceeds of the sale of the Bonds shall be used to reimburse the Company for costs of the Project, including the acquisition of the Project Site and the costs of construction materials and other personal property purchased by the Company on behalf of the City as part of the Project;

(b) The proceeds of the Bonds shall be used for any purpose related to the Project permitted under Chapter 100 and contained in the Company's Chapter 100 Plan;

(c) The maximum total principal amount of the Bonds shall not exceed \$47,250,000;

(d) The Bonds were purchased by the Company (and may not be sold or transferred by the Company to any person or entity without the prior approval of the City, which right for approval shall be in the sole and absolute discretion of the City) and revenue bonds secured and repaid solely from rents payable by the Company under the Lease; and

(e) The Bond documentation (the "**Bond Documents**") are substantially in the form approved by the City Council and the Company. The City and the Company

agree that as a condition precedent to this Agreement being in full force and effect the Bond Documents shall have been amended as provided in the Omnibus Amendment of Documents.

3.2 **Project Site Tax Exemption.**

(a) So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem taxes for a period of twenty-five (25) years. The first year of such exemption period for purposes of this Agreement shall begin on January 1 of the first (1st) calendar year immediately following Substantial Completion of the Project. The Company covenants and agrees that, during each year the Project is exempt from ad valorem taxes (but not any applicable levee tax) by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a “**PILOT**”) as described in Section 3.2(b). The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds.

(b) The Company covenants and agrees to make PILOT payments to the City on or before each December 31, commencing December 31 of the first (1st) calendar year of the tax exempt period described in Section 3.2(a), in the amounts, and in the years, set forth in Exhibit B attached hereto. The PILOT payments shall be distributed by the City to the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to the issuance of the Chapter 100 Bonds.

(c) If the Company fails to operate the Project as a Commercial Facility, other than temporary closures customary in the applicable industry, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOTS required by this Section 3.2 shall be increased to an amount equal to 100% of the ad valorem taxes that would otherwise have been due on the Project during each year following such failure, including the year in which the failure occurs, and during which the Project is exempt from ad valorem property taxes as provided herein.

(d) Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for ad valorem taxes on the Project to the County for years in which a PILOT is due under Exhibit B.

(e) The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments or levee taxes and shall not serve to reduce or eliminate any other licenses, permits, or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, levee taxes, licenses, permits, and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

3.3 Sales Tax Exemption.

(a) The City will cooperate with the Company and will assist the Company as it seeks all approvals and-certifications required to cause-all purchases of construction materials financed by the Chapter 100 Bonds to be purchased and titled in such a fashion as to be exempt from all state and local sales taxes.

(b) The City will issue a City sales tax exemption certificate for construction materials and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption.

(c) Following the issuance of the Bonds, the City issued a City sales tax exemption certificate for construction materials to be incorporated into the Infrastructure improvements constituting a portion of the Project at the Project Site. The Company shall use the exemption certificate only for the purposes specified in the exemption certificate and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

3.4 **Permitting and Approval Assistance.** From and after the Closing, subject to the City Code and policies the City shall assist and support the Company in obtaining all permits and approvals that are sought by the Company in connection with the Project that may be available to the Company from time to time in connection with the Project. To the extent the Project specifications contained in this Agreement conflict with the Development Plan, this Agreement shall control. The City will not unreasonably withhold any consent or approval required by any City ordinance, code, regulation or any other governmental approval required by law related to the Project; *provided that* nothing herein shall be construed to obligate the City, acting as a party hereto, to (a) grant permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement or (b) waive or reduce costs and fees for licenses, permits, or other approvals which may be due or may become due with respect to the Project.

ARTICLE IV

Closing

4.1 **Closing.** The issuance of the Bonds and delivery of the Bond Documents (the "**Closing**") occurred October 29, 2020.

4.2 **Bond Issuance.** At the Closing, the Company paid the City the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the rights to develop the Project Site and the option to acquire the Project Site pursuant to the Lease terms ("**Development Fee**"). Following the Closing Chapter 100 Bond proceeds in an amount necessary to pay for the construction materials and other personal property (as identified in the Bond Documents) acquired by the Company prior to the Closing (the "**Initial Personal Property**") may be distributed to or at the direction of the Company.

ARTICLE V
Company Obligations, Representations,
And Warranties

5.1 **Project Operation and Maintenance.** Company shall be responsible for the operation and maintenance of the Project, including, without limitation, the Infrastructure, and the City shall have no operation or maintenance obligations for the Project.

5.2 **Company Authorization.** Company makes the following covenants, representations, and warranties to the City:

(a) Company is a limited liability company existing under the laws of the State of Missouri, has lawfully executed and delivered this Agreement acting by and through its members or managing member, has received all approvals necessary for it to enter into this Agreement effectuate the purposes of this Agreement with respect to the Project, and the person executing this Agreement on behalf of Company is authorized to execute and deliver the same.

(b) There are no statutes, regulations or other laws which may prevent Company from entering into this Agreement or to perform or observe its obligations or undertakings contained herein.

(c) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, nor the consummation of the transactions contemplated by this Agreement, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is now a party or by which the Company is bound.

(d) This Agreement is the valid and binding obligation of Company, enforceable against the Company in accordance with its terms.

(e) There is no litigation or other proceedings pending or threatened against the Company or any other person affecting the right of the Company to execute or deliver this Agreement or the ability of the Company to comply with its obligations under this Agreement.

(f) The Company shall timely pay or cause to be paid the PILOTS, property taxes or assessments assessed against any portion of the Project Site owned by the Company.

(g) Members of the Company and the Completion Guarantor have the financial capability, expertise, and experience in the development industry, including in mixed-use projects similar to the Project, to perform its obligations under this Agreement. Within forty-five (45) days after the Effective Date, Company shall obtain and provide to the City or its designee evidence reasonably acceptable to the City that the Company and the Completion Guarantor has the financial capability to cause the completion of the Project. During the period of the Term prior to Substantial Completion, the Company will further advise the City as to the identity of the Members of the Company or the

Completion Guarantor and any transfers of interests among or by Members of the Company or the Completion Guarantor.

All representations, covenants and warranties of the Company contained in this Agreement, in any certificate or other instrument delivered by the Company pursuant to this Agreement, or otherwise made in conjunction with the Project transactions contemplated by this Agreement shall survive the execution and delivery of this Agreement and the Closing.

ARTICLE VI

Default and Termination; Estoppel

6.1 **Events of Default Defined.** The following shall be “**Events of Default**” under this Agreement and the terms “**Events of Default**” and “**Default**” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to observe and perform any covenant, term condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured for a period of thirty (30) days after written notice from the City specifying the default (or if the default is not susceptible of cure within thirty (30) days, a period not to exceed one hundred twenty (120) days during which the Company diligently and in good faith proceeds to cure such default to completion (the “**Cure Period**”).

(b) The filing by the Company of a voluntary petition in bankruptcy, or failure by the Company to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the Company to carry on its operation, or adjudication of the Company as a bankrupt, or assignment by the Company for the benefit of creditors, or the entry by the Company into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Company in any proceedings whether voluntary or involuntary instituted under the provisions of the federal bankruptcy laws, as amended, or under any similar acts which may hereafter be enacted which is not dismissed within sixty (60) days.

(c) [Reserved].

(d) The failure of the Company to complete the Project in accordance with the provisions of Section 2.5(c) of this Agreement and subject to any extensions by the period of time equal to the delays caused by any Force Majeure Conditions.

(e) Failure by the City to observe and perform any covenant, term, condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured following the Cure Period.

6.2 **Remedies on Default.**

(a) Whenever any Event of Default shall have occurred and be continuing, the non-defaulting party shall have the right, at its option and without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to

enforce performance and observance of any obligation, agreement or covenant of the Company or the City, as applicable, under this Agreement, including, but not limited to, terminating this Agreement and terminating tax abatement on any portion of the Project Site then owned by the Company, or instituting such proceedings as may be necessary or desirable, in the non-defaulting party's sole opinion, to compensate the non-defaulting party for any damages resulting from all breaches by the defaulting party, including, but not limited to, a proceeding for breach of contract and/or damages.

(b) If Company, subject to matters Force Majeure, has not timely commenced construction of the Project as required by Section 2.5(c)(i) and (ii) hereof, the Company hereby grants to the City, and the City shall have, the option to acquire from the Company in consideration of the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) paid by the City to the Company (the "**Option Purchase Price**"), at the election of the City, either (i) the Lease, the leasehold estate created thereby with respect to the Project Site, and the Chapter 100 Bonds (collectively, the "**Project Site Interests**"); or (ii) a termination of the Lease and the Bond Documents. If the City chooses to exercise either option (i) or (ii), the City will notify the Company in writing of its exercise of such option and state with specificity in the notice any facts demonstrating that Company has not proceeded with due diligence to commence construction of the Project as required by Section 2.5(c)(i) and (ii) hereof. The closing on such option (i) or (ii) as exercised by the City will occur on the thirtieth (30th) day after the City delivers such written notice to the Company (or such earlier date as the City and the Company shall mutually agree). On the date for such closing, the City shall pay to Company the Option Purchase Price and, simultaneously, the Company shall either: (x) with respect to option (i), by assignment of the Lease and a delivery of the Chapter 100 Bonds together with a Bond power all in such form and along with such other documents as the City may reasonably require, the Project Site Interests subject only to the Bond Documents, free and clear of all liens, encumbrances, convey the Project Site Interests to the City and Company's rights under this Agreement shall automatically terminate; or (y) with respect to option (ii), the Company shall cancel the Chapter 100 Bonds and deliver a termination of the Lease and the Bond Documents together with a certificate of cancellation of the Chapter 100 Bonds, all in such form and along with such other documents as the City may reasonably require. All costs and expenses of the closing of either such option (i) or option (ii), as applicable (e.g. recording fees) will be borne by the City (except the Company shall pay its own attorney's fees). The parties agree that the interests of any party which may hereafter claim an interest in the Project Site Interests by, through, or under the Company, shall be deemed junior and inferior to the options (i) and (ii) of the City under this Section 6.2(b). Upon exercise of the remedies in this Section 6.2(b) by the City any such interests in the Project Site Interests by, through, or under the Company shall be deemed automatically extinguished, null, and void.

(c) Notwithstanding anything to the contrary set forth in this Agreement, the City shall, in no way, be limited to the terms of this Agreement in enforcing, implementing and/or otherwise causing performance of the provisions of this Agreement and/or the Development Plan or pursuant to applicable City ordinances or in exercising its right and authority to condemn the Project Site after the Company's Default and failure to cure during the Cure Period as provided in this Agreement.

(d) Before enforcing any remedies against the Company due to the occurrence of an Event of Default on the part of the Company other than the remedies set forth in Section 6.2(b), the City shall provide notice and an opportunity to cure such Event of Default to each holder of any deed of trust affecting the Project Site which is filed of public record as of the date which is twenty (20) days prior to the issuance of such action by the City. Such notice shall provide a fifteen (15) day holder cure period for a monetary Event of Default, and a sixty (60) day holder cure period for a non-monetary default.

(e) No delay or omission of a party to exercise any right or remedy occurring upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or acquiescence to such Event of Default. Every right and remedy given by this Article or by law may be exercised from time to time and as often as may be deemed expedient by the City. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In case of a breach, the non-defaulting Party may nevertheless accept from the defaulting Party any payment or payments made under this Agreement without in any way waiving right of the non-defaulting Party to exercise any of its rights and remedies provided for in this Agreement with respect to any such default or defaults of the defaulting Party which were in existence at the time such payment or payments were accepted by the non-defaulting Party.

(f) The rights and remedies set forth herein and provided by law shall be construed as cumulative and continuing rights and may be exercised concurrently or alternatively. No one of them shall be exhausted by the exercise of such option on one or more occasions.

ARTICLE VII Miscellaneous

7.1 **Notices.** All notices shall be sent either by certified mail, return receipt requested, personal messenger or overnight delivery via a reputable overnight delivery service. Any notice sent by (a) certified mail, return receipt requested shall be deemed delivered two (2) days after deposited in the United States Mail; (b) personal messenger shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service addressed as specified below:

If to City:

City of North Kansas City, Missouri
Attention: City Administrator
2010 Howell Street
North Kansas City, Missouri 64116

With a copy to:

City of North Kansas City, Missouri
Attention: City Counselor
2010 Howell Street
North Kansas City, Missouri 64116

And

Bryan Cave Leighton Paisner LLP
Attention: Stephen S. Sparks
1200 Main Street, Suite 3800
Kansas City, Missouri 64105

If to the Company:

18th & Swift, LLC
c/o Americo Life, Inc.
300 W 11th Street Kansas City, Missouri 64105
Attention: Ian DeGalan, Director of Special Projects

With a Copy to:

Lathrop GMP LLP
Attention: Paul Lewis
2345 Grand Boulevard, Suite 2200
Kansas City, Missouri 64108

Such address may be changed by a party by giving the other party ten (10) days' notice of such change in writing.

7.2 Severability. If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, the City or the Company shall have the right to terminate this Agreement in the event that it determines that a material provision of this Agreement has been declared invalid or unenforceable by order of a court of competent jurisdiction. The provisions of this Section 6.2 shall survive the termination of this Agreement.

7.3 Assignment. Subject to the provisions of the Lease and the other Bond Documents, the Company may freely sell and assign, to any other person or entity, any or all of

the Project and the Company's rights, duties, and obligations under this Agreement, the Bond Documents and the Lease, provided that the Company provides ten days' notice to the City prior to the sale or assignment. The Company shall be released of all obligations hereunder upon consent from the City to such assignment or sale which consent shall not be unreasonably withheld. If and to the extent that the proposed assignee or purchaser has sufficient financial wherewithal to develop and operate the Project, then the City shall not be deemed to be "unreasonable" in withholding its consent to such an assignment or sale. The Parties agree to work in good faith to enable the assignment and transfer of the Bonds, Bond Documents, the Lease, by the Company to any subsequent purchaser or assignee and all applicable agreements related thereto in order to promptly and expeditiously enable any such assignment or sale by the Company.

7.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

7.5 **Survival.** The terms and covenants contained in this Agreement shall not be deemed to have merged at Closing, but will be deemed to survive Closing until the expiration of the term of the Lease and the payment of all amounts described in Section 2.12 hereof.

7.6 **Consents and Approvals.** The City and Company commit to work harmoniously with each other, and except in instances where a consent or approval is specified to be within the sole discretion of either party, any consent or approval contemplated under this Agreement shall not be unreasonably withheld, conditioned or delayed, except that the Company acknowledges that this covenant does not apply to permits required from the City in connection with the Project. Nothing herein shall be deemed to usurp the governmental authority or police powers of the City. The parties agree that the decision to approve the issuance of the Bonds is within the sole discretion of the City Council.

7.7 **Entire Agreement.** This Agreement incorporates all prior negotiations and discussions between the parties regarding its subject matter and represents the entire agreement of the City and Company for the Project. This Agreement may only be modified by written instrument executed by the parties.

7.8 **Headings.** The captions and section headings contained in this Agreement are for convenience of reference only and shall not be considered in any interpretation of the provisions of this Agreement.

7.9 **Negation of Partnership.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Company or as constituting the Company as the agent or representative of the City for any purpose or in any manner under this Agreement, it being understood that the Company is an independent contractor hereunder.

7.10 **Representatives not Individually Liable.** No member, official, representative or employee of the City shall be personally liable to the Company or any successor in interest in the

event of any default or breach by the City for any amount which may become due to the Company or successor or on any obligations under the terms of the Agreement. No partner, member, representative or employee of the Company or any of its shareholders, directors, officers, employees or representatives shall be personally liable to the City in the event any default or breach by the Company for any amount which may become due to the City or on any obligations under the terms of this Agreement.

7.11 **Ancillary Documents.** The City and Company hereby agree that all other agreements and other documents to be executed by the parties to effectuate the transactions contemplated in this Agreement shall be consistent with the terms and conditions of this Agreement.

7.12 **Compliance with Applicable Laws.** Company agrees that in its execution and performance of Company's obligations, rights, responsibilities, and duties under this Agreement it shall do so in accordance with all Applicable Laws and that nothing contained in this Agreement shall be deemed to waive the requirements of any Applicable Laws or otherwise excuse Company from its compliance with any Applicable Laws.

7.13 **Payment or Performance on Saturday, Sunday or Holiday.** Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is a Saturday, Sunday, or legal holiday of the State of Missouri, then such payment or such performance shall be required on or by the immediately succeeding day that is not a Saturday, Sunday, or legal holiday of the State of Missouri.

7.14 **Incorporation of Recitals and Exhibits.** The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement. Unless otherwise provided herein, all exhibits attached hereto are incorporated herein by reference.

7.15 **Conflict of Terms.** It is the intention of the City and Company that if any provision of this Agreement is capable of two constructions, one of which would render this provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

7.16 **No Waiver.** No failure on the part of the City or Company to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

7.17 **No Tax Representations or Warranties.** The parties hereby agree that neither the City nor Company is making any representations or warranties to the others about the tax treatment, implications or treatment of the transactions contemplated in this Agreement. The City does not agree to offset, credit or pay to the Company any amount for any loss of benefit anticipated by the Company in the event that any tax exemptions are denied by third parties or by an order of a court. In such event, the Company agrees to pay all taxes finally determined to be due and owing along with any applicable interest and penalties.

7.18 **Costs and Expenses; Costs of Issuance.** In consideration of this Agreement, and the City's agreements and covenants set forth herein, the Company paid the City's actual costs

and expenses in connection with the Bonds and hereby agrees to pay the City's actual costs and expenses in connection with the Omnibus Amendment of Documents.

7.19 Company Lender. The parties hereto acknowledge that a third party lender may provide Company capital for the transaction contemplated herein through providing financing to Company for Company's development of the Project. In such event, the City and Company each agree to work in good faith to structure the transactions contemplated herein to include such third party lender in a manner and in a capacity not inconsistent with the terms of this Agreement; including the execution by the City of such subordination or other agreements in favor of the third party lender as may be reasonably necessary relative to the Bond Documents.

7.20 Termination.

(a) At any time prior to issuance of the Chapter 100 Bonds, the Company may, by giving written notice to the City, abandon the Project and terminate this Agreement if the Company determines in its sole and absolute discretion that the Project is no longer economically feasible.

(b) Within thirty days of any termination of this Agreement and upon written notice of the dollar amounts due, the Company shall make a PILOT payment to the City equal to (i) the pro rata amount payable pursuant to Section 3.2 hereof from January 1 of the year in question through the effective date of termination, plus (ii) the pro rata amount of taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31 of that year. Upon any termination of this Agreement, the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

(c) Upon termination of this Agreement in accordance with the terms hereof, the parties shall have no further rights or obligations hereunder except as are described in this Section 7.20 and except as may expressly survive termination, and the parties agree to work in good faith to unwind and terminate any prior agreements related to the Project, including any Bond Documents (in accordance with the terms of the Bond Documents). If this Agreement has been terminated and the Company fails to exercise its option to purchase the Project (excluding the Public Parking Units) under the Lease prior to the end of the calendar year in which this Agreement is terminated, then, in addition to the amounts due to the City under Section 7.20 (b), the Company shall pay to the City on December 31 of each year subsequent to such termination in which the Project is, on January 1 of such year, still titled in the name of the City, the amount of taxes that would be due for such year assuming the Project was placed on the tax rolls effective on the date of termination.

7.21 Force Majeure. Notwithstanding any other provision of this Agreement to the Contrary, neither the City nor the Company, as the case may be, nor any successor in interest, shall be considered in breach of or default in any of its obligations, including, but not limited to, the beginning and completion of construction, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control, including but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation,

explosions, acts of God or of the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, malicious mischief, vandalism, inability (notwithstanding good faith and diligent efforts) to procure, or general shortage of, labor, equipment, facilities, materials, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, severe weather, inability (notwithstanding good faith and diligent efforts) to obtain governmental permits or approvals, or delays of subcontractors due to such causes (“**Force Majeure**”), it being the purpose and intent of this section that in the event of the occurrence of any such enforced delays, the time or times for the performance of the covenants, provisions, and agreements of this Agreement shall be extended for the period of the enforced delay (including any time reasonably required to recommence performance due to such enforced delay). This Section shall not apply to the obligation of the Company to make PILOT payments.

7.22 Insurance and Indemnification.

(a) The Company releases the City and its redevelopment agencies (including its officials, officers, agents, and employees) from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, damages (including attorneys’ fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the City or any of their officials, officers, agents, and employees disputing the representation and warranties made by the Company in this Agreement.

(b) The Company releases the City and its redevelopment agencies (including its officials, officers, agents, and employees) from, and agrees that the City shall not be liable for, and indemnifies the City against, any liabilities, losses, personal injuries, damages (including attorneys’ fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the City or any of their officials, officers, agents, and employees alleged to have occurred on the Project or associated with the design, development, construction, or maintenance and operation of the Project, including but not limited to any claims that the Project or any portion thereof violates Missouri’s prevailing wage act, Sections 290.210 through 290.340, inclusive, of the Revised Statutes of Missouri, as amended.

(c) So long as the Project is owned by the City or the Company, all risk of loss with respect to the Project shall be borne by the Company.

(d) The Company shall and shall also cause its contractors to, maintain adequate general liability insurance and shall name the City as an additional insured under this insurance policy. The Company shall also, at its expense, maintain or cause to be maintained a policy of all risk casualty insurance insuring the Project owned by the City. Such policies of insurance shall name the City and such other persons designated by the City as additional insureds and shall each contain a provision that such insurance may not be canceled without at least thirty (30) days’ advance written notice to the City. Duplicate copies or certificates of such policies bearing notations evidencing payment of premiums or other evidence of such payment shall be furnished to the City.

7.23 **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

7.24 **Waiver.** The City and the Company acknowledge and agree that the amounts payable to the City hereunder shall constitute payments due the City under the Lease. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

7.25 **Electronic Storage of Documents.** The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

7.26 **Employee Verification.** The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2020, and also on the date of the Closing.

7.27 **Equal Employment Opportunity During Performance of this Agreement.** During the performance of this Agreement, the Company agrees, for itself and its successors and assigns, as follows:

(a) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, family status, handicap, sex, or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sexual orientation, family status, handicap, sex or national origin.

(c) The Company will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Company's commitments under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Company will comply with all provisions of the Executive Order, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The Company will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Company's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further government contracts and/or federally assisted construction contracts in accordance with the procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoke as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Company agrees, for itself and its successors and assigns, that it will include the provisions listed in in subsections (a) through (f) above in every contract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provision will be binding upon each contractor or vendor that does business with the Company in conjunction with the Project, as well as those contractor's subcontractors. For the purpose of including the provisions of Section 16.01 in any construction contract or purchase order, the terms "City", "Company" and "Contract" may be changed to appropriately reflect the name or designation of the parties to such contract or purchase order.

(h) Upon the issuance of additional or conflicting rules, regulations, or orders of the Secretary of Labor pursuant to section 204 of the Executive Order, the requirements of this Article shall automatically be amended to conform and comply with such changes.

(i) For the sole purpose of determining the Company's compliance with the provisions of this Section 7.27, the City and its duly appointed agents shall be permitted, at reasonable times, and after three (3) days prior notice to the Company, to examine the books and records of the Company.

7.28 Project Environmental.

(a) The Company has undertaken or will undertake, at its sole cost and expense, such due diligence as it deems necessary to assess the environmental condition of the Project Site.

(b) The Company covenants that, while in ownership or possession and control of all or any portion of the Project Site, it shall not place or cause to be placed, nor permit any other Person to place or cause to be placed, any Hazardous Substances on

or about all or any portion of the Project Site in excess of *de minimis* quantities reasonably necessary to the Company's use of all or any portion of the Project Site.

(c) The Company agrees to protect, defend, indemnify and hold harmless, the City and the City's council members, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, reasonable and necessary attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part: (i) the breach of the covenants of the Company contained in subsection (a) above; (ii) Company's or Company's employees', agents', contractors' or subcontractors' use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of Hazardous Substances on, under, from or about all or any portion of the Project Site, provided that such claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind do not arise out of or related to (x) the negligent acts or omissions of the City or (y) Company's performance under this Agreement which is prosecuted without negligence or intentional misconduct; or (iii) any other activity carried on or undertaken on all or any portion of the Project Site by the Company or any employees, agents, contractors or subcontractors of the Company in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance at any time located, transported or present on, under, from, to or about all or any portion of the Project Site, including without limitation: (A) the cost of any required or necessary repair, cleanup or detoxification of any portion of the Project Site and the preparation and implementation of any closure, remedial or other required plans; and (B) liability for personal injury or property damage arising under any statute or common law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of any abnormally dangerous activity.

(d) The foregoing indemnity obligation includes without limitation: (i) the costs of removal or remedial action incurred by the United States government or the State or response costs incurred by any other person, or damages from injury to, destruction of or loss of natural resources, including the cost of assessing such injury, destruction or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended ("**CERCLA**"), 42 U.S.C. §9601 *et seq.*; (ii) the clean-up reasonable and necessary costs, fines, damages or penalties incurred pursuant to any applicable provisions of State law; and (iii) the reasonable and necessary cost and expenses of abatement, correction or cleanup, fines, damages, response costs or penalties which arise from the provisions of any other Applicable Law.

(e) The foregoing indemnity shall further apply to any residual contamination on, under, from or about all or any portion of the Project or affecting any natural resources, arising in connection with the use, handling, generation, manufacturing,

production, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any such Hazardous Substance on, under, from or about all or any portion of the Project and irrespective of whether any of such activities were or will be undertaken in accordance with any Applicable Laws. This indemnity is intended to be operable under 42 U.S.C. Section 9607(e) (1), and any successor section thereof, and shall survive the Closing under this Agreement in all respects.

(f) The foregoing indemnity obligations include within them all costs and expenses (including, without limitation, reasonable and necessary attorneys' fees) incurred in enforcing any right to indemnity contained in this Agreement.

7.29 Amendment and Restatement, No Novation. This Agreement constitutes an amendment and restatement of the Existing Agreement, as amended, effective from and after the Effective Date. The execution and delivery of this Agreement shall not constitute a novation of any obligations owing under the Existing Agreement based on facts or events occurring or existing prior to the execution and delivery of this Agreement. On the Effective Date, the covenants and agreements described in the Existing Agreement shall be amended, supplemented, modified and restated in their entirety.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and attested by its duly authorized officers. The City has caused this Agreement to be executed in its name with its affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Don Stielow, Mayor

ATTEST:

By: _____
Crystal Doss, City Clerk

18TH & SWIFT, LLC

By: _____
Printed Name: _____
Its: _____

EXHIBIT A

PROJECT LEGAL DESCRIPTION

Units 1,2,3 and 4, Final Plat of 18th & Swift, a condominium subdivision in North Kansas City, Clay County, Missouri, according to the recorded plat thereof.

EXHIBIT B

Schedule of PILOT Payments

	Chap 100 PILOT Payment
1	\$ 23,967
2	\$ 23,967
3	\$ 24,447
4	\$ 24,447
5	\$ 24,936
6	\$ 24,936
7	\$ 25,434
8	\$ 25,434
9	\$ 25,943
10	\$ 25,943
11	\$ 26,462
12	\$ 26,462
13	\$ 26,991
14	\$ 26,991
15	\$ 27,531
16	\$ 27,531
17	\$ 28,082
18	\$ 28,082
19	\$ 28,643
20	\$ 28,643
21	\$ 29,216
22	\$ 29,216
23	\$ 29,800
24	\$ 29,800
25	\$ 30,396

MEMORANDUM

TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: February 16, 2021

RE: 18th & Swift Parking Purchase Agreement & Development Agreement Amendments

As previously discussed, City staff and 18th & Swift, LLC (the “Developer”) have been working to implement a revised parking agreement that will swap the City’s 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the Storsafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer.

The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer’s parking structure.

The net result of this transaction will be greater number of public parking spaces on a new surface lot and additional parking for residents and visitors to adjacent businesses.

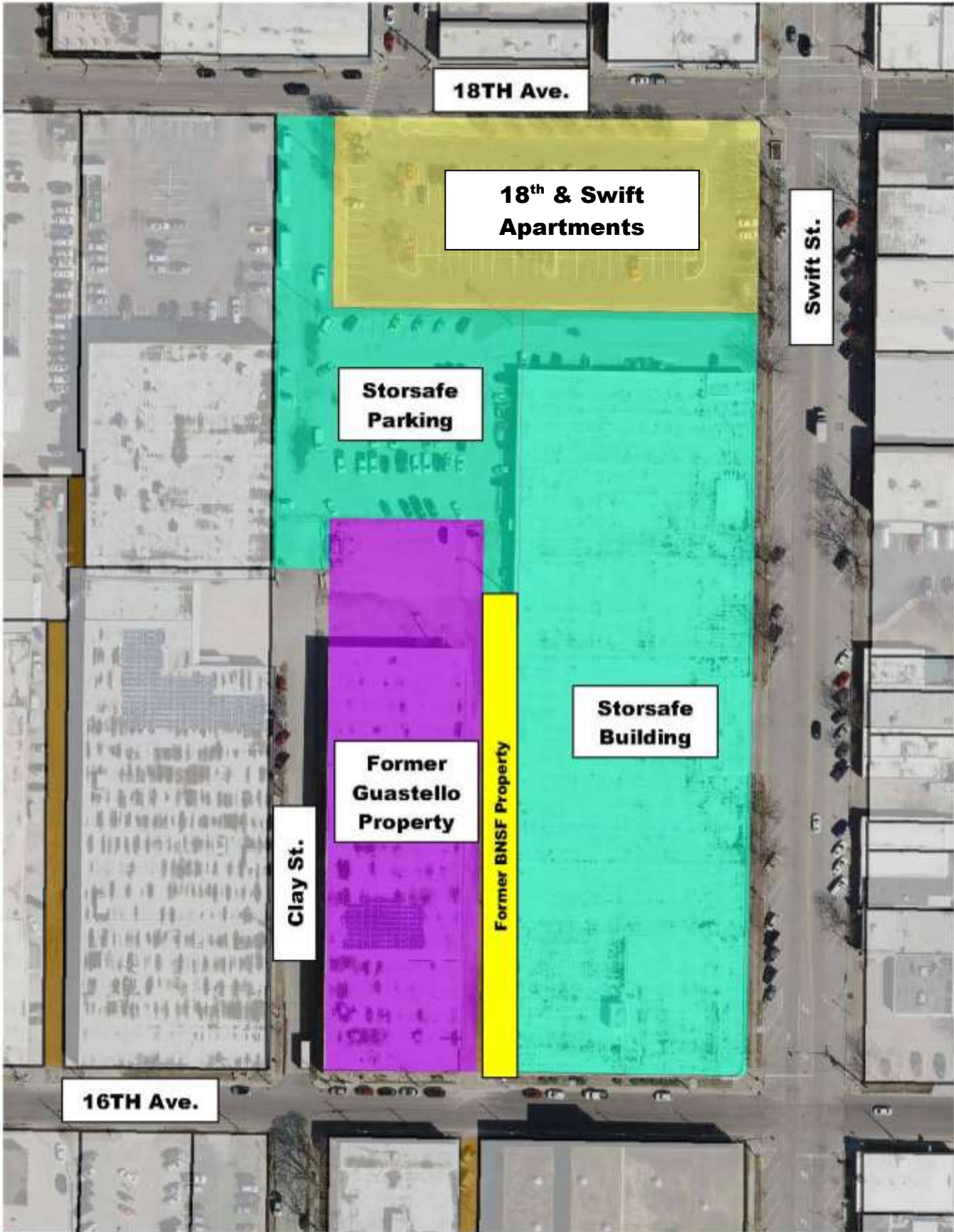
The financial impact is summarized as follows:

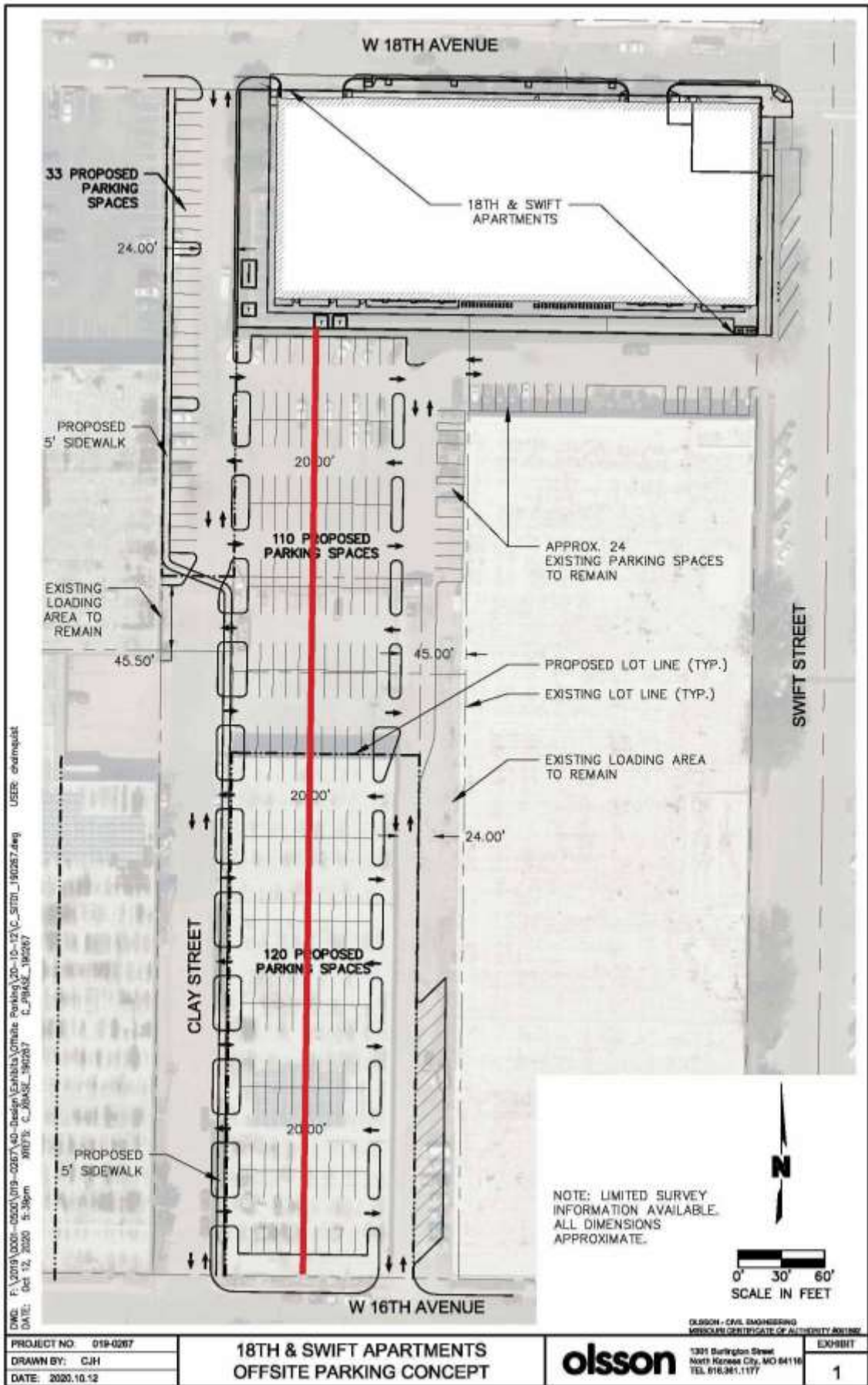
- The City will forgo the \$600,000 Public Parking Shared Cost payment to the Developer.
- The City will forgo the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District (“CID”). The CID will now be terminated and the City will save the costs of administering the CID over the next 25 years.
- The City will purchase the surface parking lot from the Developer for \$1.00.
- The City will be responsible for demolition and construction related to the surface parking lot. The estimated cost this work is approximately \$500,000.

In addition to the transaction with the Developer, the parking agreement involves a property swap with Storsafe IV, who owns the adjacent Storsafe building. The City and Storsafe IV will jointly construct a lot with approximately 300 spaces and the ownership of the lot will be divided between the City and Storsafe (see the site plan attached to this memorandum). The new City parking will have direct access onto both W. 18th and W. 16th Avenues as well as Swift St. The new parking will be constructed pursuant to the Parking Development Agreement and the Reciprocal Easement Agreement and the City and Storsafe will separately own their respective parking lots.

In order to implement the new parking arrangement with the Developer, the City Council is being asked to consider the following actions:

1. Ordinance approving the PARKING DEVELOPMENT AGREEMENT and RECIPROCAL EASEMENTS AGREEMENT between the City and Storsafe relating to the development, ownership and mutual use of the new parking. The PARKING DEVELOPMENT AGREEMENT implements the land swaps between Storsafe and the City and details the construction of the new City parking lot. The RECIPROCAL EASEMENTS AGREEMENT creates mutual rights of use between the City parking parcel and the Storsafe parcel for operation of a surface parking lot of approximately 300 spaces. Each party will have rights of access to the parking lots.
2. Ordinance approving an AGREEMENT OF PURCHASE AND SALE between the Developer and the City. This property was formerly owned by George Guastello and the BNSF railroad. The City will purchase for \$1.00 and the purchase is conditioned on an agreement between the City and Storsafe relating to the development of the surface parking. The Agreement includes a three story height restriction on the portion of the land to be retained by the City.
3. Ordinance approving the SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT between the Developer and the City. This agreement implements the trade of the structured parking for the surface parking and eliminates the City requirement for \$600,000 Public Parking Shared Costs and the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District (“CID”). The CID will now be terminated.
4. Ordinance approving an OMNIBUS AMENDMENT OF DOCUMENTS RELATING TO THE CITY’S SERIES 2020 CHAPTER 100 BONDS. Because the City will no longer own the structured parking the Chapter 100 Bond documents need to be amended to reflect the transfer of such ownership to the Developer. This document accomplishes the transfer of the City’s structured parking to the Developer and also is a “cleanup” amendment necessitated by the financing related to the Developer’s private lender and has no financial impact on the City.
5. Ordinance approving a TERMINATION OF PARKING STRUCTURE MAINTENANCE AGREEMENT. Because the City will no longer have any structured parking spaces, the City and the Developer will execute the termination agreement. After closing, the ownership, costs and maintenance of the parking structure will be solely a Developer responsibility.





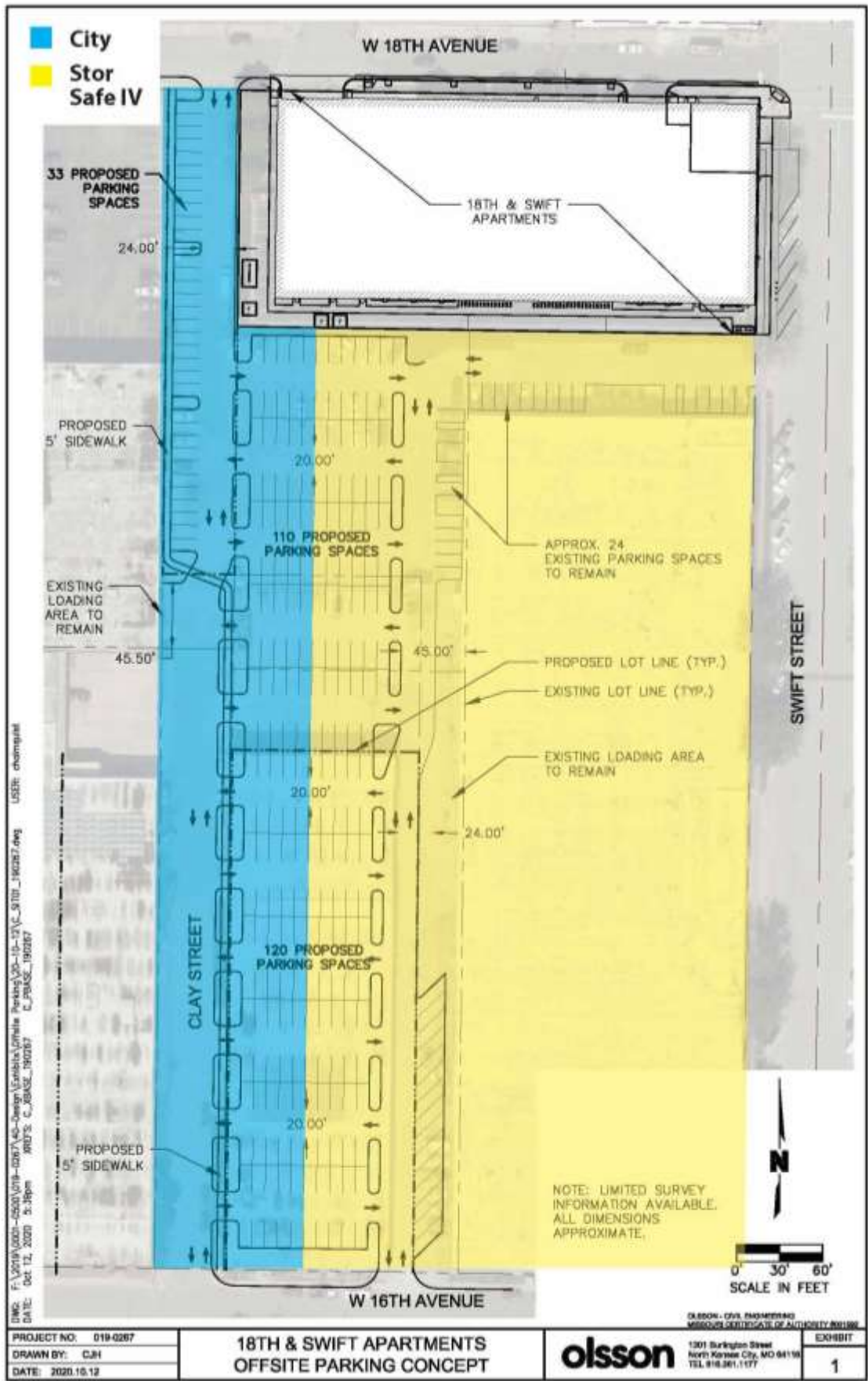
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 DATE: Dec 12, 2020 9:38pm WID: C:\BOS\2-190267 C:\BOS\2-190267

PROJECT NO:	019-0267
DRAWN BY:	CJH
DATE:	2020.10.12

**18TH & SWIFT APARTMENTS
OFFSITE PARKING CONCEPT**

olsson 1301 Burlington Street
North Kansas City, MO 64116
TEL 816.261.1177

OLSSON - CIVIL ENGINEERING MISSOURI CERTIFICATE OF AUTHORITY #01902	EXHIBIT
	1



AN ORDINANCE APPROVING AN OMNIBUS AMENDMENT OF DOCUMENTS RELATING TO THE CITY'S \$47,250,000 AGGREGATE MAXIMUM PRINCIPAL AMOUNT TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (18TH & SWIFT PROJECT) SERIES 2020; AND AUTHORIZING THE EXECUTION OF SUCH AMENDMENT ON BEHALF OF THE CITY BY THE MAYOR.

WHEREAS, the City of North Kansas City, Missouri (the "**City**") is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended ("**Chapter 100**"), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, pursuant to Chapter 100, the City Council passed Ordinance No. 9335 on September 15, 2020, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (18th & Swift Project), Series 2020, in the maximum principal amount of \$47,250,000 (the "**Bonds**"), for the purpose of providing tax abatement for an apartment and parking garage project (the "**Project**") to be located on real estate situated at the southwest corner of the intersection of E. 18th Avenue and Swift Street in the City (the "**Project Site**"); and

WHEREAS, the City leased the Project to 18th & Swift, LLC, a Missouri limited liability company (the "**Company**") pursuant to the Lease Agreement dated as of October 1, 2020 (the "**Lease**") between the City and the Company; and

WHEREAS, certain plans, relating to the utilization of a community improvement district as a financing vehicle and the use of a condominium subdivision plat to separate interests in portions of the Project, have been determined by the City and the Company to no longer be desirable for the development of the Project; and

WHEREAS, the City and the Company desire to replace the legal description for the Project Site in the Lease and the other documents relating to the Bonds (collectively, the "**Bond Documents**"), to remove provisions from such documents that relate to the community improvement district referred to therein, and to add certain provisions relating to condominium association voting with respect to the Project Site; and

WHEREAS, the City finds that the Project, as so amended, serves a public purpose in that it will promote economic development in the City and serve as a catalyst for additional investment and development; and

WHEREAS, the City and the Company desire to enter into an Omnibus Amendment of Documents relating to the Bond Documents for the purpose of setting forth the changes described above; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. Approving the Omnibus Amendment of Documents. The City Council does hereby find and determine that it is in the best interests of the City and its citizens to approve the Omnibus Amendment of Documents (the “**Omnibus Amendment**”) affecting the Bond Documents and the Project. A copy of the Omnibus Amendment is attached hereto, marked “**Exhibit 1**” and is incorporated herein by reference. The Mayor and City Clerk are hereby authorized and directed to execute the Omnibus Amendment on behalf of the City. The provisions of the Omnibus Amendment are hereby approved by the City Council of the City of North Kansas City, Missouri.

Section 2. Further Authority. The City shall, and the mayor, city clerk, legal counsel, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Severability. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause, or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This Ordinance shall be in full force and effect immediately upon passage by the City Council and approval by the Mayor.

PASSED this 16th day of February, 2021.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 16th day of February, 2021.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

Thomas E. Barzee, Jr., *City Counselor*

EXHIBIT 1

Omnibus amendment of documents

OMNIBUS AMENDMENT OF DOCUMENTS

Dated as of _____, 2021

Among

**CITY OF NORTH KANSAS CITY, MISSOURI,
the City**

18TH & SWIFT, LLC,

and

**BOKF, N.A.,
as Trustee**

Relating to:

\$47,250,000

(Aggregate Maximum Principal Amount)

**City of North Kansas City, Missouri
Taxable Industrial Development Revenue Bonds
(18th & Swift Project)
Series 2020**

OMNIBUS AMENDMENT OF DOCUMENTS

THIS OMNIBUS AMENDMENT OF DOCUMENTS dated as of _____, 2021 (the “Amendment”), among the **CITY OF NORTH KANSAS CITY, MISSOURI**, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), **18TH & SWIFT, LLC**, a Missouri limited liability company (the “Company”), and **BOKF, N.A.**, a banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having a corporate trust office located in the City of Kansas City, Missouri, as Trustee (the “Trustee”);

RECITALS

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed Ordinance No. 9335 (the “Ordinance”) on September 15, 2020, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (18th & Swift Project), Series 2020, in the maximum principal amount of \$47,250,000 (the “Bonds”), for the purpose providing tax abatement for an apartment project (the “Project”) to be located on real estate situated at the southwest corner of the intersection of E. 18th Avenue and Swift Street in the City (the “Project Site”).

3. The City leased the Project to the Company pursuant to the Lease Agreement dated as of October 1, 2020 (the “Lease”) between the City and the Company.

4. The Company is the sole bondowner with respect to the Bonds (the “Bondowner”).

5. Certain plans, relating to the utilization of a community improvement district as a financing vehicle and the use of a condominium subdivision plat to separate interests in portions of the Project, have been determined by the City and the Company to no longer be desirable for the development of the Project.

6. The parties hereto desire to replace the legal description for the Project Site in the documents relating to the Bonds and to remove provisions for such documents that relate to the community improvement district referred to therein.

NOW, THEREFORE, for good and valuable consideration the Company, the City, the Trustee and the Bondowner agree as follows:

Section 1.1. Definitions of Words and Terms. For all purposes of this Amendment, except as otherwise provided or unless the context otherwise requires, words and terms used in this Amendment have the same meanings as set forth in **Section 101** of the Trust Indenture dated as of October 1, 2020 relating to the Bonds (the “Indenture”).

Section 1.2. Authority for Amendments. This Amendment is authorized and permitted in accordance with Section 1102 and Section 1202 of the Indenture, and Section 14.1 of the Lease. This Amendment constitutes a Supplemental Indenture, a Supplemental Lease and an amendment to the Lease, as described under such sections.

Section 1.3. Amendment of Indenture. The following amendments are hereby made to the Indenture:

1. The Project Site legal description contained in Exhibit A to the Indenture is hereby deleted and replaced with the legal description of the Project Site in **Exhibit A** to this Amendment.

2. The definition of “Condominium Association Bylaws” is added to Section 101 of the Indenture, as follows: “The Bylaws of the Condominium Association:”.

3. The definition of “Community Improvement District” in Section 101 of the Indenture and all references thereto in the Indenture are hereby deleted.

4. The definition of “Condominium Association” is added to Section 101 of the Indenture, as follows: “The Condominium Association established pursuant to the Declaration of Condominium dated September 15, 2020 as recorded September 22, 2020 at Plat Book 2020034896. Book 4896, Page 34 in the real property records of Clay County, Missouri.”

5. The definition of “Development Agreement” in Section 101 of the Indenture is hereby deleted and replace with the following:

“**Development Agreement**” means the Second Amended and Restated Development Agreement dated as of _____, 2021 , between the City and the Company, as amended and supplemented from time to time.

Section 1.4. Amendment of Lease. The following amendments are hereby made to the Lease:

1. The Project Site legal description contained in Exhibit A to the Lease is hereby deleted and replaced with the legal description of the Project Site in **Exhibit A** to this Amendment.

2. The definition of “CID Special Assessments” in Section 1.1 of the Lease and all references thereto in the Lease are hereby deleted.

3. Section 10.9 of the Lease is added, as follows:

“**Section 10.9. Condominium Association Voting.** For all purposes of voting or the exercise of rights on behalf of the property owners of the Condominium Association, the Company shall be deemed the Owner of all of the Units for purposes of voting or exercise of rights in the Condominium Association or pursuant to the Condominium Association Bylaws.”

Section 1.5. Waiver of Provisions and Direction of the Trustee. The parties to this Amendment hereby expressly waive (1) the provisions of Section 1104 and Section 1203 of the Indenture requiring an opinion of counsel prior to execution of a supplemental indenture and/or a supplemental lease, (2) all notice requirements under the Indenture and the Lease that may be triggered by the execution and delivery of this Amendment, and (3) any other prerequisites to the execution and delivery of this Amendment under the Indenture and the Lease. The City, the Company and the Bondowner hereby direct the Trustee to execute and deliver this Amendment and to disregard the provisions so waived with respect to this Amendment only.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company, the City, the Trustee and the Bondowner have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

18TH & SWIFT, LLC,
a Missouri limited liability company,
as Company

By: _____
Name:
Title: Manager

18TH & SWIFT, LLC,
a Missouri limited liability company,
as Bondowner

By: _____
Name:
Title: Manager

**CITY OF NORTH KANSAS CITY,
MISSOURI**

By: _____
Name: Don Stielow
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Crystal Doss
Title: City Clerk

BOKF, N.A.,
as Trustee

By: _____
Name:
Title:

ACKNOWLEDGMENT AND CONSENT

The undersigned, as “Lender” under the above described Indenture and Lease, hereby consents to the execution and delivery of the foregoing Omnibus Amendment of Documents.

AMERICO LIFE, INC.

By: _____

Name:

Title:

EXHIBIT A

PROJECT SITE

Lots 1, 2, 3 and 4 of the Final Plat of 18th & Swift, a condominium subdivision in North Kansas City, Clay County, Missouri according to the recorded plat thereof.

MEMORANDUM

TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: February 16, 2021

RE: 18th & Swift Parking Purchase Agreement & Development Agreement Amendments

As previously discussed, City staff and 18th & Swift, LLC (the “Developer”) have been working to implement a revised parking agreement that will swap the City’s 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the Storsafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer.

The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer’s parking structure.

The net result of this transaction will be greater number of public parking spaces on a new surface lot and additional parking for residents and visitors to adjacent businesses.

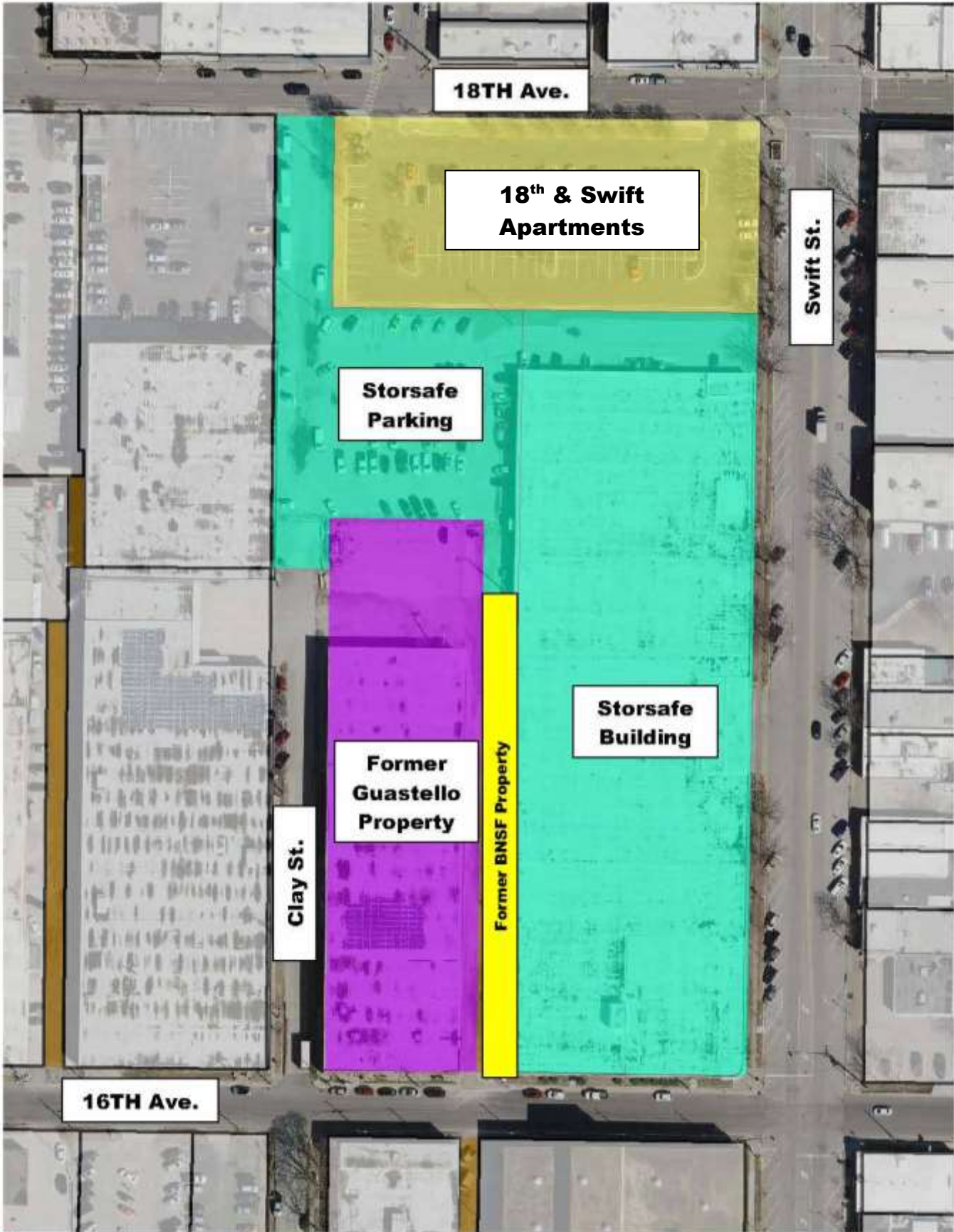
The financial impact is summarized as follows:

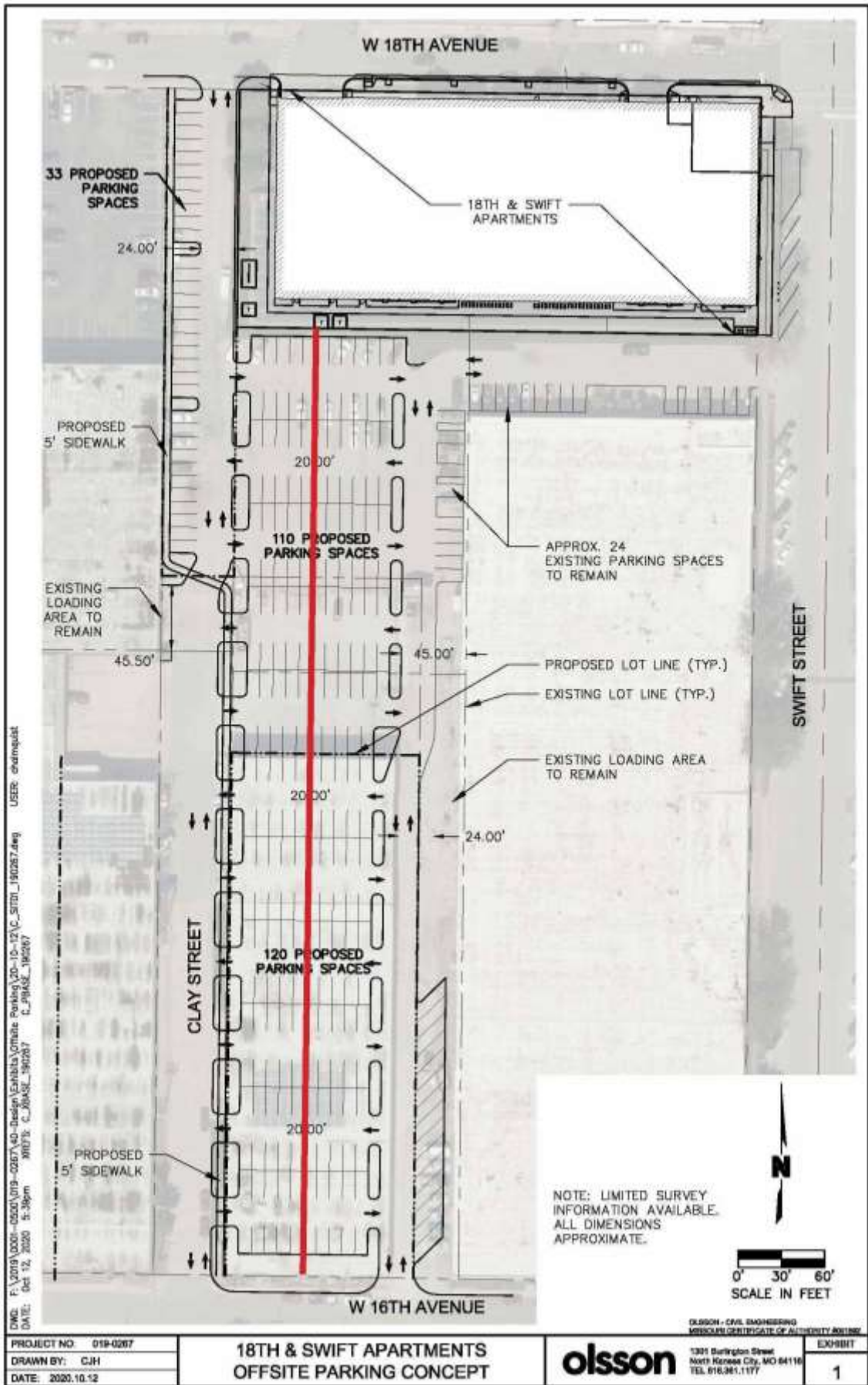
- The City will forgo the \$600,000 Public Parking Shared Cost payment to the Developer.
- The City will forgo the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District (“CID”). The CID will now be terminated and the City will save the costs of administering the CID over the next 25 years.
- The City will purchase the surface parking lot from the Developer for \$1.00.
- The City will be responsible for demolition and construction related to the surface parking lot. The estimated cost this work is approximately \$500,000.

In addition to the transaction with the Developer, the parking agreement involves a property swap with Storsafe IV, who owns the adjacent Storsafe building. The City and Storsafe IV will jointly construct a lot with approximately 300 spaces and the ownership of the lot will be divided between the City and Storsafe (see the site plan attached to this memorandum). The new City parking will have direct access onto both W. 18th and W. 16th Avenues as well as Swift St. The new parking will be constructed pursuant to the Parking Development Agreement and the Reciprocal Easement Agreement and the City and Storsafe will separately own their respective parking lots.

In order to implement the new parking arrangement with the Developer, the City Council is being asked to consider the following actions:

1. Ordinance approving the PARKING DEVELOPMENT AGREEMENT and RECIPROCAL EASEMENTS AGREEMENT between the City and Storsafe relating to the development, ownership and mutual use of the new parking. The PARKING DEVELOPMENT AGREEMENT implements the land swaps between Storsafe and the City and details the construction of the new City parking lot. The RECIPROCAL EASEMENTS AGREEMENT creates mutual rights of use between the City parking parcel and the Storsafe parcel for operation of a surface parking lot of approximately 300 spaces. Each party will have rights of access to the parking lots.
2. Ordinance approving an AGREEMENT OF PURCHASE AND SALE between the Developer and the City. This property was formerly owned by George Guastello and the BNSF railroad. The City will purchase for \$1.00 and the purchase is conditioned on an agreement between the City and Storsafe relating to the development of the surface parking. The Agreement includes a three story height restriction on the portion of the land to be retained by the City.
3. Ordinance approving the SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT between the Developer and the City. This agreement implements the trade of the structured parking for the surface parking and eliminates the City requirement for \$600,000 Public Parking Shared Costs and the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District ("CID"). The CID will now be terminated.
4. Ordinance approving an OMNIBUS AMENDMENT OF DOCUMENTS RELATING TO THE CITY'S SERIES 2020 CHAPTER 100 BONDS. Because the City will no longer own the structured parking the Chapter 100 Bond documents need to be amended to reflect the transfer of such ownership to the Developer. This document accomplishes the transfer of the City's structured parking to the Developer and also is a "cleanup" amendment necessitated by the financing related to the Developer's private lender and has no financial impact on the City.
5. Ordinance approving a TERMINATION OF PARKING STRUCTURE MAINTENANCE AGREEMENT. Because the City will no longer have any structured parking spaces, the City and the Developer will execute the termination agreement. After closing, the ownership, costs and maintenance of the parking structure will be solely a Developer responsibility.





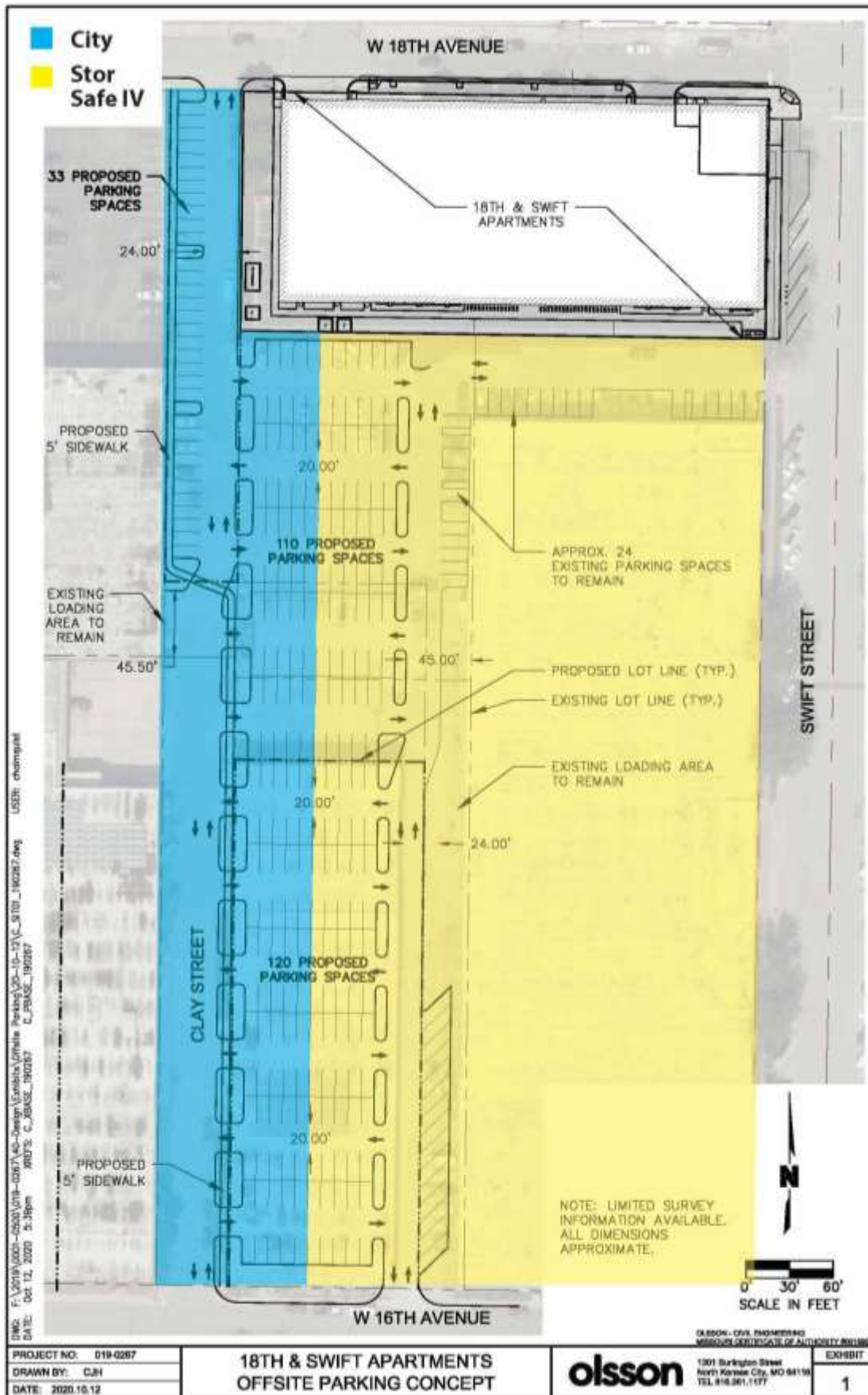
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 DATE: Dec 12, 2020 9:39pm XREF: C:\2019\2020-0501\019-0207\40-Design\Exhibits\Offsite Parking\20-10-12\VC_SIT01_190207.dwg

PROJECT NO:	019-0207
DRAWN BY:	CJH
DATE:	2020.10.12

**18TH & SWIFT APARTMENTS
OFFSITE PARKING CONCEPT**

olsson 1301 Burlington Street
North Kansas City, MO 64116
TEL 816.261.1177

OLSSON - CIVIL ENGINEERING MISSOURI CERTIFICATE OF AUTHORITY #01902	EXHIBIT 1
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AN ORDINANCE ADOPTING AND APPROVING TERMINATION OF PARKING STRUCTURE MAINTENANCE AGREEMENT BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND 18TH & SWIFT, LLC, REGARDING THE 18TH AND SWIFT DEVELOPMENT PROJECT.

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, 18th & Swift, LLC (the “**Developer**”) is a Missouri limited liability company authorized to do and doing business in the State of Missouri; and

WHEREAS, the City and the Developer previously entered into that certain Parking Structure Maintenance Agreement, dated as of September 16, 2020 (the “**Parking Agreement**”) relative to a Project to be developed by the Developer (the “**Project**” as such term is defined in the Parking Agreement), pursuant to which the parties agreed grant to one another, and their respective lessees, permittees, users, successors, and assigns, certain rights, privileges, and easements in, and to impose certain restrictions and covenants upon, the Parking Structure Units and the Parking Structure (as such terms are defined in the Parking Agreement); and

WHEREAS, the City was to be responsible for operation, management, maintenance, insurance, repairs and replacements of the Public Parking Units and the Developer was to be responsible for operation, management, maintenance, insurance, repairs and replacements of the Private Parking Unit so long as the Parking Agreement remained in force and effect; and

WHEREAS, the City has conveyed or leased its interest in the Public Parking Units to the Developer such that after the Effective Date the Project will no longer have public parking; and

WHEREAS, the Parties now mutually desire to terminate the Parking Agreement and to release and forever discharge the other, and its respective successors and assigns, from any and all rights and obligations which would otherwise arise under the Parking Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. Authorization of Termination of Parking Structure Maintenance Agreement. The City Council does hereby find and determine that it is in the best interest of the City of North Kansas City, Missouri, to approve and enter into the Termination of Parking Structure Maintenance Agreement (the “**Termination Agreement**”) with 18th & Swift, LLC for the reasons set forth in the Termination Agreement, a copy of the Termination Agreement is attached hereto, marked “Exhibit 1”, and is incorporated herein by reference. The provisions of the Termination Agreement is hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor and the City Clerk are hereby authorized and directed to execute the Termination Agreement on behalf of the City of North Kansas City, Missouri.

Section 2. Further Authority. The City shall, and the mayor, city clerk, city officials, legal counsel and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This ordinance shall be in full force and effect upon passage by the City Council and approval by the Mayor.

PASSED this 16th day of February, 2021.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 16th day of February, 2021.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

Thomas E. Barzee, Jr., *City Counselor*

EXHIBIT “1”

**TERMINATION OF
PARKING STRUCTURE MAINTENANCE
AGREEMENT**

THIS TERMINATION OF PARKING STRUCTURE MAINTENANCE AGREEMENT (the “**Agreement**”), dated as of _____, 2021 (the “**Effective Date**”), by and between **THE CITY OF NORTH KANSAS CITY, MISSOURI**, a third-class city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”), and **18TH & SWIFT, LLC**, a Missouri limited liability company (the “**Developer**”).

RECITALS:

WHEREAS, the City and the Developer previously entered into that certain Parking Structure Maintenance Agreement, dated as of September 16, 2020 (the “**Parking Agreement**”) relative to a Project to be developed by the Developer (the “**Project**” as such term is defined in the Parking Agreement), pursuant to which the Parties agreed grant to one another, and their respective lessees, permittees, users, successors, and assigns, certain rights, privileges, and easements in, and to impose certain restrictions and covenants upon, the Parking Structure Units and the Parking Structure (as such terms are defined in the Parking Agreement).

WHEREAS, the City was to be responsible for operation, management, maintenance, insurance, repairs and replacements of the Public Parking Units and the Developer was to be responsible for operation, management, maintenance, insurance, repairs and replacements of the Private Parking Unit so long as the Parking Agreement remained in force and effect.

WHEREAS, the City has conveyed or leased its interest in the Public Parking Units to the Developer such that after the Effective Date the Project will no longer have public parking

WHEREAS, the Parties now mutually desire to terminate the Parking Agreement and to release and forever discharge the other, and its respective successors and assigns, from any and all rights and obligations which would otherwise arise under the Parking Agreement.

WHEREAS, all capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Parking Agreement.

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

1. Notwithstanding anything to the contrary in the Parking Agreement, the Parking Agreement shall terminate as of the Effective Date (the “**Termination Date**”). All claims, rights, duties, obligations, or liabilities of the City and the Developer to each other under the Parking Agreement shall cease and terminate on the Termination Date, including all rights, privileges, and easements in and to the Parking Structure Units and the Parking Structure created under the Parking Agreement.

2. Upon the Termination Date, the terms and conditions of the Parking Agreement shall no longer be binding upon, or inure to the benefit of, any property or any subsequent owner of any property described therein, nor shall the covenants contained in the Parking Agreement be deemed to run with the land on any property described therein; provided, however, that the termination and release of the Parking Agreement shall not affect any obligations or liabilities, actual or contingent, that arose prior to the Termination Date, which obligations and liabilities shall constitute, and continue as personal obligations

of any and all parties who have a fee, leasehold or other interest in any property described in the Parking Agreement, respectively.

3. The parties hereto shall cooperate with each other to execute and deliver such instruments and documents and take such actions as may be required, or as a party may reasonably deem desirable, to effectuate the provisions of this Agreement.

4. This Agreement represents the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties concerning the same. No provision of this Agreement shall be waived or altered or otherwise amended except pursuant to an instrument in writing signed by the party to be charged and no consent to any departure by any party from the provisions of this Agreement shall be effective except pursuant to an instrument in writing signed by the party who is claimed to have so consented and then such consent shall be effective only in the specific instance and for the specific purpose for which given.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

6. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as expressly provided herein, no person or entity other than the parties hereto shall obtain any rights or benefits under or by virtue of this Agreement.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____
Don Stielow, Mayor

ATTEST:

By: _____
Crystal Doss, City Clerk

18TH & SWIFT, LLC

By: _____
Printed Name: _____
Its: _____

MEMORANDUM



TO: Mayor and City Council
City Administrator

FROM: David Harris, Building Official

DATE: February 16, 2021

RE: Code Modification Request - 18th & Swift

The developer of the 18th & Swift apartments has requested that the City waive the requirement of installing electrical receptacle outlets on the balconies of the referenced structure when constructed, as required by the City Code.

Ordinance No. 9176 (Exhibit H) adopted the National Electrical Code NFPA 70, by reference as Chapter 15.32 of the City Code. Article 210, Section 210.52(E)(3) requires that *"balconies, decks, and porches that are attached to the dwelling unit and are accessible from inside the dwelling unit shall have at least one receptacle outlet accessible from the balcony, deck, or porch. The receptacle outlet shall not be located more than 2.0 m (6 1/2 ft) above the balcony, deck, or porch walking surface."*

There is not adequate space on the balconies of the proposed 18th & Swift Apartments because the sliding door will extend the full width of the balcony. In addition, not installing a receptacle outlet on this type of balcony will limit use of electric grills and exterior plugin lighting, neither of which are intended uses of the balconies.

Staff believes the request to be reasonable and recommends approval of a site-specific code modification by eliminating the requirement of Chapter 15.32 of the City Code. Based upon the facts, as well as the spirit and intent of the City Code, it would be appropriate and proper to waive the specific requirements of Article 210, Section 210.52(E)(3), of the National Electrical Code and not require the installation of electrical receptacle outlets on the balconies of the 18th & Swift Apartments.

RESOLUTION NO. 21-007

A RESOLUTION APPROVING AND GRANTING MODIFICATIONS TO THE NATIONAL ELECTRICAL CODE FOR CERTAIN CONSTRUCTION AT 18TH AND SWIFT

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, on March 5, 2019, the City adopted the amended *NFPA 70-National Electrical Code* (“**NEC**”) 2017 edition, which, was incorporated by reference into Chapter 15.32 of the Code of the City of North Kansas City, Missouri (the “**City Code**”); and

WHEREAS, the NEC at § 210.52(E)(3) requires as follows: “Balconies, decks, and porches that are attached to the dwelling unit and are accessible from inside the dwelling unit shall have at least one receptacle outlet accessible from the balcony, deck, or porch. The receptacle outlet shall not be located more than 2.0 m (6 ½ ft) above the balcony, deck, or porch walking surface”; and

WHEREAS, the above-cited requirement presents a significant and difficult design and construction challenge with respect to the planned multi-family residential building at 18th and Swift (the “**Development**”) due to a lack of adequate mounting space on the building; and

WHEREAS, the Development’s authorized agent, the architect, proposes to eliminate the outdoor receptacle as generally shown and described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, upon application by the Development’s authorized agent, which has been duly made to the City’s code official, the code official has found, determined and concluded that special individual reasons makes the strict letter of NEC §210.52(E)(3) impractical and the modification requested conforms to the intent and purpose of the NEC and that such modification does not lessen health, life and fire safety requirements; and

WHEREAS, NEC § 90.4 permits the City, as the authority having jurisdiction, to waive specific requirements or permit alternative methods where it is assured that equivalent objectives can be achieved by establishing and maintaining effective safety; and

WHEREAS, the details of the action granting modifications are hereby recorded and entered in the records of the City as set forth in Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, the aforesaid changes to the *NFPA 70-National Electrical Code* (2017 edition), as adopted, are appropriate in this individual case and for the reason set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Kansas City, Missouri, as follows:

Section 1. Granting of Code Modification. After review of all relevant facts and upon careful consideration, the City Council hereby finds and determines that it would be in the best interests of the City and its citizens, based upon the information provided by the Development's authorized agent and the approval of the City's code official, to grant the code modifications to NEC §210.52(E)(3) as described, requested and shown in Exhibit "A" attached hereto. The City Council hereby declares that the modifications to the *National Electrical Code* be and hereby are granted as described above for property known as the 18th and Swift Apartments in the City of North Kansas City, Missouri, by authorizing the code modifications as described herein. Practical difficulties are found to exist by a strict compliance with the NEC and the requested code modification is found to establish and maintain effective safety. The requested code modifications, therefore, should be and hereby are granted to the developer of the property, 18th & Swift, LLC, for the Development, as set out in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

DONE this 16th day of February, 2021.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

EXHIBIT “A”

November 12, 2020

David Harris
 Code Compliance Manager
 City of North Kansas City, MO

ARCHITECTURE
 INTERIOR DESIGN
 ENGINEERING
 PLANNING

2010 Howell Street
 North Kansas City, MO 64116

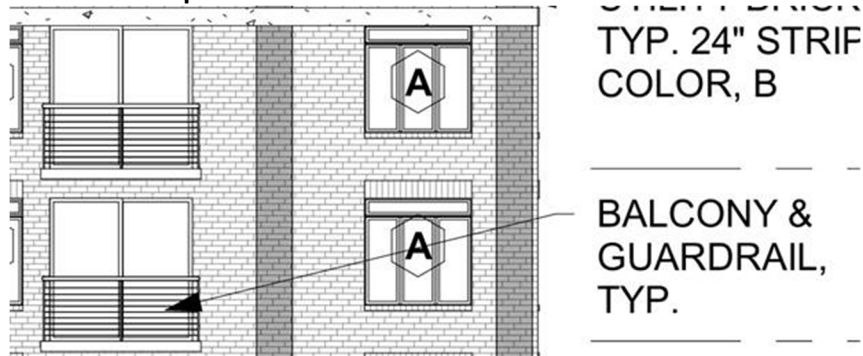
Project Name: 18th & Swift
 Project Address: E 18th Ave & Swift St.

This letter is in response to ongoing conversations we have had throughout the review process. We wish to apply for a modification to certain provisions of the code. We feel the spirit and intent of the NKCBC are observed and the public health, welfare, and safety are assured. The below articulates our request for your review;

Code Modification Request

1. NEC 210.50 E(3) states; *balconies, decks, and porches that are attached to the dwelling unit and are accessible from inside the dwelling unit shall have at least one receptacle outlet accessible from the balcony, deck, or porch. The receptacle outlet shall not be located more than 2.0 m (6 1/2 ft) above the balcony, deck, or porch walking surface.*

It is proposed the typical unit balconies do not receive this outdoor receptacle. As seen in the elevation below, there is not adequate mounting space on the building given the size of the patio and patio door. Furthermore, the outlet would encourage resident exterior lighting such as Christmas lights or provide the opportunity for an electric grill neither of which are the intended use of the typical balcony. The larger covered patios at the penthouse units do have exterior GFCI outlets shown on the electrical unit plans.



Should you have any questions, please do not hesitate to call.

ROSEMANN & ASSOCIATES, P.C.

A.J. Dolph, 816.472.1448

RESOLUTION NO. 21-007

A RESOLUTION AMENDING THE CONVENTION AND TOURISM FUND FOR FISCAL YEAR 2020-2021 BY APPROPRIATING \$336,960 TO THE CONVENTION AND TOURISM FUND FOR THE ARMOUR ROAD COMPLETE STREET PROJECT

WHEREAS, the City of North Kansas City, Missouri adopted the fiscal year 2019-2020 Budget on September 15, 2020, Resolution No. 20-062, using estimates of income and expenditures established at that time; and

WHEREAS, at the February 2, 2021 meeting, the City Council directed staff to move forward on the planned Phase 2 improvements to the Armour Road Complete Street project as well as several adjustments to the complete street; and

WHEREAS, the work will be done both in-house to reduce cost and through the bidding process for two of the projects; and

WHEREAS, a resolution amending the 2020-2021 Convention and Tourism Fund by appropriating \$336,960 to the Armour Road Complete Street project line item has been prepared for consideration of approval by the Council.

NOW, THEREFORE, BE IT RESOLVED that the following amendment shall be made to the fiscal year 2020-2021 Budget as follows:

CONVENTION AND TOURISM FUND

		<u>Increase</u>	<u>Decrease</u>
<u>Revenues</u>			
Balance Appropriation	24-4999	\$336,960	
<u>Expenditures</u>			
Armour Road Complete Street	24-524-8770-584-1	\$336,960	

DONE this 16th of February, 2021

Donald Stielow, Mayor

Attest: _____
Crystal Doss, City Clerk

MEMORANDUM



TO: Mayor and City Council
City Administrator

FROM: Sara Copeland, AICP; Community Development Director

DATE: February 16, 2021

RE: Armour Road Complete Street Improvements and
Task Order #6 for Armour Road Engineering

Budget Authority:	FY 2021 Convention & Tourism Fund – Armour Road Complete Street Phase 2:	\$ 83,000
	Previously Encumbered:	<u>(\$ 16,425)</u>
	Remaining Funds:	\$ 66,575
	Proposed Budget Amendment:	\$ 336,960
	Task Order 6:	<u>(\$ 49,850)</u>
	Remaining Funds:	\$ 353,685

At the February 2, 2021 meeting, the City Council directed staff to move forward on the planned Phase 2 improvements to the Armour Road Complete Street project as well as several adjustments to the complete street. The complete list of directed improvements to Armour Road for 2021 includes:

- **Turning radii at Iron Street intersection:** Staff has completed painted the curb noses at Iron yellow to increase their visibility.
- **Turning radii at Post Office drop boxes:** Adjust the markings to ease the entry to the drop boxes for both eastbound and westbound traffic.
- **Right turn at Fayette:** Re-introduce the right turn lane at Fayette.
- **Landscaping:** Replace the feather reed grasses with lower height plants.

- **Bike lane pavement markings:** Add pavement markings at conflict points along the corridor.
- **Replacing delineator guideposts:** Replace the delineators with pre-cast curbs.
- **Howell Street intersection improvements:** Install landscaped curb islands and decorative crosswalks similar to those at Iron Street to shorten pedestrian crossing distances and replace delineators.
- **Traffic signal improvements at Iron Street:** Replace the traffic signal for eastbound Armour Road with a new traffic signal pole and mast arm to accommodate a new five section signal head centered between the eastbound lane and the left turn lane and a pole mounted three section signal head. This work will include new pedestrian/bicycle signals and push buttons, one new video detection camera, conduit and wiring.

Some of the work directed by Council will be completed with in-house labor, which will reduce the cost. The Howell Street intersection improvements and new Iron Street traffic signal will be bid out. The total estimated cost for engineering and construction is \$366,850. Staff recommends adding a ten percent contingency amount. With \$66,575 remaining in the FY 2021 budget for this project, a budget amendment in the amount of \$336,960 is needed and has been prepared for consideration.

Task Order #6 with WSP pursuant to the City's professional services agreement directs the preparation of basic plans for work being done by City staff and bid plans for the Fayette Street right turn lane, traffic signal modification, and Howell Street intersection improvements that will all be put out to bid.

RESOLUTION NO. 21-008

RESOLUTION APPROVING TASK ORDER NO. 6 WITH WSP USA INC. FOR CERTAIN ENGINEERING WORK RELATED TO THE CITY'S ARMOUR ROAD COMPLETE STREET PLAN

WHEREAS, the City of North Kansas City, Missouri (the "City") is a third class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the City adopted the *Armour Road Complete Street Implementation Plan* (the "**Plan**") for the purpose of transitioning Armour Road from Burlington to Ozark to a complete street that serves vehicles, bicyclists, pedestrians, and transit riders using the existing pavement; and

WHEREAS, the City entered into a Master Agreement for Professional Services with WSP USA, Inc. to provide certain engineering, planning and related work for the City regarding the City's Armour Road Complete Street Plan (the "Services"); and

WHEREAS, task orders for professional services under the terms of the Master Agreement require approval by action of the City Council; and

WHEREAS, the City desires to approve Task Order Number 6 with WSP USA, Inc. for engineering services under the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Kansas City, Missouri, as follows:

Section 1. Authorization of Task Order No. 6. Task Order No. 6 shall be in substantially the form of Exhibit "A", attached hereto and incorporated herein by reference. The terms of Task Order No. 6 are hereby approved. The City is hereby authorized to pay for the costs associated with Task Order No. 6.

Section 2 Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

DONE this 16th day of February, 2021.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

EXHIBIT B
TASK ORDER FORM

Task Order # 6

In accordance with Paragraph 3.1 of the Professional Services Agreement dated the 6th day of March, 2018 (“**Agreement**”), City and Consultant agree as follows:

1. Specific Project Information
 - A. Title/Location: Armour Road Modifications and Phase 2 improvements.
 - B. Description: Provide basic plans including green conflict area markings, location of wheel stops at Gentry, Knox, Linn, and Howell, and Post Office pavement marking. Provide bid plans of Fayette right turn lane, traffic signal modifications, and Howell traffic calming islands. Designs and plans for the named items will be created as presented to City Council on December 15, 2020 and January 5, 2021 within the limits identified and with minor design modifications as needed.

2. Scope of Services
 - **Task 1 – Project Management**

WSP staff will attend up to two (2) virtual meeting with city staff, present at up to two (2) City Council meeting, prepare monthly invoices, and communicate project status, schedule, and deliverables on an ongoing basis as needed with city staff.
 - **Task 2 – Basic Plans**

WSP staff will provide basic plans including work to be completed on plan sheets with scale and dimensions allowing for city staff to construct. Basic plans will not be prepared for bidding and will not include details, cover sheets, etc. Basic plans will be prepared for green conflict area markings along Armour Road, locations for wheel stops along Gentry, Knox, Linn, and Howell, and revised pavement marking at the post office drop off location. These plans will be created to provide guidance for North Kansas City staff to make improvements.

Quantities will be prepared in tabular format for the design elements included in the basic plans. WSP will contact up to three vendors for the green pavement marking material and wheel stop material and provide recommendations on products and material pricing.

- **Task 3 – Bid Plans Fayette Right Turn Lane**

WSP will provide bid plans including work to be completed on plan sheets with scale, dimensions, call outs of work to be completed, details, and quantities. Bid plans will be provided for Fayette right turn lane. Plans will be submitted at 30%, 90%, and 100% complete stages for city review.

Bid plans will generally include:

- Title sheet
- General notes and summary of quantities
- Survey control information
- Pavement marking and signing plans
- Temporary traffic control plans

City staff to provide specifications for project. WSP will provide any necessary project special provisions, bid tabulation, and engineer's estimate for bidding. WSP will provided responses for up to three requests for information during the bidding process.

WSP will not coordinate or assist with bidding other than what is stated in this task order. WSP will not provide construction inspection or construction services; prepare, submit, or pay for any permits; provide any geotechnical exploration; or conduct any public engagement activities with this task order. Topographic survey collected with the Armour Road Bike Lanes project will be utilized for the design work. No topographic survey will be collected with this task order.

- **Task 4 – Bid Plans Traffic Signal Modification**

WSP will provide bid plans including work to be completed on plan sheets with scale, dimensions, signal layout, details, and quantities. Bid plans will be provided for Traffic Signal Modification. Plans will be submitted at 30%, 90%, and 100% complete stages for city review.

Bid plans will generally include:

- Title Sheet
- Existing Signal Equipment Removals Sheet
- New Signal Layout Sheet
- Intersection Wiring Diagram Sheet
- Pole Wiring Diagram Sheet
- Quantities Sheet
- Standards and Details

City staff to provide specifications for project. WSP will provide any necessary project special provisions, bid tabulation, and engineer's estimate for bidding. WSP will provided responses for up to three

requests for information during the bidding process.

WSP will not coordinate or assist with bidding other than what is stated in this task order. WSP will not provide construction inspection or construction services; prepare, submit, or pay for any permits; provide any geotechnical exploration; or conduct any public engagement activities with this task order. Topographic survey collected with the Armour Road Bike Lanes project will be utilized for the design work. No topographic survey will be collected with this task order.

• **Task 5 – Bid Plans Phase 2 Howell Islands**

WSP will provide bid plans including work to be completed on plan sheets with scale, dimensions, call outs of work to be completed, landscaping, and quantities. Bid plans will be provided for phase 2 four Howell islands.

Bid plans will generally include:

- Title sheet
- General notes and summary of quantities
- Typical sections
- Survey control information
- Intersection and sidewalk ramp details
- Pavement marking and signing plans
- Temporary traffic control plans
- Landscaping plans

City staff to provide specifications for project. WSP will provide any necessary project special provisions, bid tabulation, and engineer’s estimate for bidding. WSP will provided responses for up to three requests for information during the bidding process.

WSP will not coordinate or assist with bidding other than what is stated in this task order. WSP will not provide construction inspection or construction services; prepare, submit, or pay for any permits; provide any geotechnical exploration; or conduct any public engagement activities with this task order. Topographic survey collected with the Armour Road Bike Lanes project will be utilized for the design work. No topographic survey will be collected with this task order.

3. Schedule for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
Task 1.....	July 31, 2021
Task 2.....	March 31, 2021
Task 3.....	May 31, 2021

Task 4..... May 31, 2021
Task 5..... July 31, 2021

4. Compensation

A. City shall pay Consultant for services rendered as follows:

- Lump Sum

- Total: \$49,850.00
- Fee estimate is broken down for reference by task below. Fee shall be billed in total and task budgets provided only for reference and not as a basis of payment:
 - Task 1: \$4,550.00
 - Task 2: \$5,775.00
 - Task 3: \$8,925.00
 - Task 4: \$17,750.00
 - Task 5: \$12,850.00

B. The terms of payment are set forth in Article 8.0 of the Agreement.

5. Sub-consultants: N/A

6. Other Modifications to Agreement: N/A

7. Attachments: N/A

8. Documents Incorporated By Reference: N/A

9. Terms and Conditions: Execution of the Task Order by City and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

The Effective Date of this Task Order is _____.

CONSULTANT:

WSP USA INC.

By: _____

Name: Agnes Otto

Title: Senior Director – Local Business Leader

CITY:

CITY OF NORTH KANSAS CITY, MISSOURI

By: _____

Name: Don Stielow

Title: Mayor

DESIGNATED REPRESENTATIVE FOR TASK ORDER

WSP USA INC.:

Jay Aber, PE

Lead Traffic Engineer

300 Wyandotte, Suite 200, Kansas City, Missouri 64105

jay.aber@wsp.com

816-702-4223

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

CITY:

Sara Copeland, Director of Community Development

2010 Howell, North Kansas City MO 64116

scopeland@nkc.org

816-412-7855

MEMORANDUM



TO: Mayor and City Council
City Administrator

FROM: Sara Copeland, AICP; Community Development Director

DATE: February 16, 2021

RE: Re-Engaging the Discussion on Streetcar Extension

At its meeting of January 5, 2021, the City Council adopted a resolution supporting the extension of the Kansas City streetcar system from Kansas City to North Kansas City and directing staff to engage with the Kansas City Streetcar Authority to determine feasibility and develop a proposal for implementation. City Administrator Eric Berlin and Community Development Director Sara Copeland met virtually with Tom Gerend, the Executive Director of the Kansas City Streetcar Authority (KCSA) and David Johnson, RideKC Vice President to discuss next steps for the City to restart discussion about possible streetcar extension through North Kansas City.

That discussion identified three key steps towards a northern extension:

- **Review the 2014 NorthRail extension study.** This review would include evaluating changes in NKC and the streetcar since 2014, confirming or revisiting the decisions made in the NorthRail study regarding alternatives. This review may be conducted with in-house staff support (both the City and the Streetcar Authority) and may include identifying a scope of services for any future consulting services required.

This step does not have any cost associated with it.

- **Update cost and revenue projections.** Financial feasibility is a key consideration in any streetcar extension. Updated financial projections would include updating expected costs, evaluating revenue models, and investigating how this project might fit into regional funding strategies.

Evaluating financial projections will require outside expertise, which may cost in the range of \$100,000 to \$150,000. (These costs could potentially be shared three ways with project partners.)

- **Complete an environmental assessment.** Completion of an environmental assessment is required for a project to be eligible to receive federal funds. This step will require contracting with a consulting firm with experience completing this type of study.

Cost order of magnitude: \$500,000

Following these steps, the effort to bring the streetcar north of the river would involve regional advocacy, and securing funding commitments (local, regional, federal).

The immediate next step is to create a workgroup to review the NorthRail study. In consulting with the KCSA team, staff feels that this workgroup would be best composed of about half NKC representatives and half KCSA/KCATA representatives. Staff recommends that three Council members join with the City Administrator and Community Development Director to compose this workgroup. This workgroup will then meet to undertake the first step of reviewing the NorthRail study.

MEMORANDUM



TO: Mayor and City Council
City Administrator

FROM: Sara Copeland, AICP; Community Development Director

DATE: February 16, 2021

RE: Screenland Armour Outdoor Movie Short Term Conditional Use Permit

Due to Covid-19 social distancing requirements, Screenland Armour is requesting another Short Term Conditional Use Permit to hold outdoor movie events, similar to a drive-in movie theatre, at the City owned parking lot located at 2009 Erie Street. The parking lot is directly north of the Screenland Armour location at 408 Armour Road. This request is substantially similar to the request made last year that was approved by the City Council on June 16, 2020.

The events will be held on Friday and Saturday nights from 5:00 pm until 11:00 pm with movies starting at sunset. Screenland Armour is requesting that the STCUP begin on May 1 and run through November 1. These outdoor events will be weather dependent, so may not occur every weekend.

The parking lot will be blocked off to vehicular traffic and patrons will be spaced out at least six feet apart to comply with social distancing requirements. Concessions, including alcohol and food, will be served under a tent located within the parking lot. The applicant is required to obtain all necessary liquor licenses and have their tent inspection by the Fire Department.

PERMIT NO: _____

APPLICATION FOR SPECIAL EVENT PERMIT

APPLICANT NAME: BMAR Entertainment dba Screenland Armour

MAILING ADDRESS: 408 Armour Road, North Kansas City, MO 64116

PHONE: 8167282326 EMAIL: armourtheater@gmail.com

----- EVENT INFORMATION -----

NAME OF EVENT [I.E. JONES WEDDING]: Outdoor Movies

EVENT DATE: 5/1/21 - 11/1/21 EVENT HOURS: 5-11PM (Vary Based on Sunset)

EVENT LOCATION (Address): 408 Armour Road Parking Lot on Eerie

PROPERTY OWNER: City of North Kansas City PHONE: _____

NAME & PHONE NUMBER OF TWO PEOPLE WHO WILL BE ONSITE MANAGING EVENT:

PERSON 1: Adam Roberts

PERSON 2: Brent Miller

DETAILED DESCRIPTION OF EVENT:

Outdoor movie events on the back wall of our building, Screenland Armour. Event will enclose ~~the parking lot located on Eerie after for use of outdoor movie events. Concessions including~~ alcohol and food will be available and sold by the theatre. Trash cans provided by the theatre. ~~Events timing varies based on sunset but will range from 5pm start time to ending no later~~ than 11pm on Friday and Saturday nights from May 1st - Nov. 1st 2021.

NUMBER OF EXPECTED ATTENDEES: 150 IS THIS A HIGHER OCCUPANCY LOAD THAN PERMITTED BY YOUR CERTIFICATE OF OCCUPANCY: YES NO N/A

IF YES, ESTIMATE ATTENDEES OVER NORMAL LIMIT: _____

IS THIS EVENT PUBLIC PRIVATE [INVITATION ONLY]

WILL EVENT BE HELD WITHIN 100 FEET OF A CHURCH OR SCHOOL: YES NO

WILL FOOD BE SERVED: YES NO [IF YES, CONTACT CLAY COUNTY HEALTH AT 816-595-4350]

WILL YOUR SPECIAL EVENT INCLUDE: DJ/BAND/MUSIC STAGE TENT OPEN FLAMES

STREET CLOSING ALCOHOL HEATERS SECURITY PYROTECHNICS FOOD

IS EVENT: INDOORS OUTDOORS OTHER _____

WILL THERE BE SECURITY: ARMED UNARMED HOW MANY: _____

ARE YOU REQUESTING SPECIAL SERVICES FROM THE CITY OF NKC? YES NO

IF YES, EXPLAIN: Closing of the parking lot.

IF REQUESTING A STREET CLOSURE, HAVE YOU NOTIFIED THE PROPERTY OWNERS EFFECTED BY THE CLOSURE? YES NO

----- FOR OUTDOOR EVENTS -----

WILL THERE BE A TENT? YES NO IF YES, HOW MANY SQUARE FEET? 50

LIST TYPE OF BARRICADE TO BE USED TO ENCLOSE THE EVENT:

- PLASTIC SNOW FENCE WOOD BARRICADES STEEL BIKE RACKS CHAIN LINK
 OTHER TBD by city Half of the area is already blocked by fencing.

HOW MANY PORTA-POTTIES WILL BE ONSITE FOR EVENT: Indoor available porta potties.

----- FOR EVENTS REQUESTING ALCOHOL -----

WHO IS THE LIQUOR LICENSE HOLDER: BMAR Entertainment

WHAT BUSINESS ARE THEY WITH: Screenland Armour Theatre

[SEE ATTACHED REQUIREMENTS AND POLICIES GOVERNING TEMPORARY CATERER'S PERMITS.]

APPLICANTS PRINTED NAME: Adam Roberts

APPLICANTS SIGNATURE:  DATE: 02/01/2021

----- CITY APPROVALS -----

- DIAGRAM OF PREMISE**
 PROPERTY OWNER APPROVAL
 COPY OF STATE OF MISSOURI TCP

APPLICATION RECEIVED BY _____ DATE: _____

FIRE MARSHALL APPROVAL _____ DATE: _____

POLICE DEPARTMENT APPROVAL _____ DATE: _____

DIRECTOR OF LIQUOR CONTROL APPROVAL _____ DATE: _____

ACTION BY CITY COUNCIL _____ DATE: _____

----- OTHER REQUIREMENTS -----

DIAGRAM OF THE PREMISES: SUBMIT A DRAWING SHOWING LOCATION OF EVENT, FIXTURES, AND OTHER EQUIPMENT THAT WILL BE INVOLVED (STAGE, DJ, HEATERS, BARRIERS, ETC.), ALONG WITH WHERE ALCOHOL WILL BE SOLD AND CONSUMED IF APPLICABLE. MARK POINTS OF ENTRY/EXIT. IF THERE WILL BE ANY OUTDOOR SEATING AND PORTA-POTTIES, SHOW WHERE IT WILL BE LOCATED AND INCLUDE A MEASUREMENT OF THE ENTIRE OUTSIDE PERIMETER OF THE EVENT.

PROPERTY OWNER'S APPROVAL: THERE MUST BE A LETTER FROM THE PROPERTY OWNER STATING APPROVAL WHICH MUST INCLUDE WHERE THE EVENT IS TO BE HELD AND THE START/END TIMES FOR THE EVENT.

SPECIAL EVENT APPLICATION DEADLINE: THIS APPLICATION SHOULD BE MADE A MINIMUM OF 21 DAYS IN ADVANCE OF YOUR EVENT TO SECURE APPROVAL BY CITY COUNCIL.

LIQUOR LICENSES: APPLICANT MUST APPLY FOR AND RECEIVE A TEMPORARY CATERING LIQUOR LICENSE FROM THE STATE OF MISSOURI PRIOR TO THE TEMPORARY CATERERS PERMIT ISSUED BY THE CITY OF NORTH KANSAS CITY. THE TEMPORARY CATERERS PERMIT MUST BE FINALIZED FOR PROCESSING BY THE CITY AT LEAST THREE (3) BUSINESS DAYS PRIOR TO EVENT.

APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF ALL MATERIAL, EQUIPMENT, AND DEBRIS WITHIN TWENTY-FOUR (24) HOURS OF EXPIRATION OF THIS PERMIT.

---- POLICIES GOVERNING SPECIAL EVENTS AND TEMPORARY CATERER PERMITS ----

4.16.020 ALL RETAIL LICENSES: THE DIRECTOR OF LIQUOR CONTROL MAY ISSUE A TEMPORARY PERMIT TO CATERERS AND OTHER PERSONS HOLDING LICENSES TO SELL INTOXICATING LIQUOR BY THE DRINK AT RETAIL FOR CONSUMPTION ON THE PREMISES WHO FURNISH PROVISIONS AND SERVICE FOR USE AT A PARTICULAR FUNCTION, OCCASSION, OR EVENT AT A PARTICULAR LOCATION OTHER THAN THE LICESNED PREMISES. THE TEMPORARY PERMIT SHALL BE EFFECTIVE FOR A PERIOD NOT TO EXCEED ONE HUNDRED SIXTY-EIGHT (168) HOURS (SEVEN DAYS) AND SHALL AUTHORIZE THE SERVICE OF ALCOHOLIC BEVERAGES AT SUCH FUNCTION, OCCASION, OR EVENT DURING THE HOURS AT WHICH ALCOHOLIC BEVERAGES MAY LAWFULLY BE SOLD OR SERVED UPON PREMISES LICENSED TO SELL ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION. FOR EVERY PERMIT ISSUED PURSUANT TO THE PROVISIONS OF THIS SECTION, THE PERMITTEE SHALL PAY TO THE CITY THE SUM OF TEN DOLLARS (\$10) FOR EACH CALENDAR DAY, OR FRACTION THEREOF, FOR WHICH THE PERMIT IS ISSUED.

EMPLOYEE LIQUOR PERMITS: ANYONE WHO WILL BE ACTING IN THE CAPACITY OF A BAR MANAGER, BARTENDER, WAITER, WAITRESS, CASHIER, SALES CLERK, STOCK PERSON, DOORMAN, OR OTHER PERSON RESPONSIBLE FOR CHECKING IDENTIFICATION CARDS TO DETERMINE AGE MUST HAVE ON PREMISE THEIR NORTH KANSAS CITY LIQUOR PERMIT.

STREET CLOSURE: IF A PUBLIC STREET WILL BE BLOCKED OFF FOR THE EVENT, A TRAFFIC CONTROL PLAN MUST BE INCLUDED WITH DIAGRAM FOR APPROVAL.

OCCUPANCY LOAD CERTIFICATE: A COPY OF THE OCCUPANT LOAD CERTICIATE WHICH STATES THE INTERIOR OCCUPANT CAPACITY OF THE PREMISE MAY BE NEEDED.

HEALTH PERMIT: A COPY OF THE HEALTH PERMIT SHALL BE DISPLAYED FOR SPECIAL EVENTS SERVING FOOD.

12.32.075 DISORDERLY CONDUCT:

A. GENERALLY. NO PERSON SHALL ENGAGE IN DISORDERLY CONDUCT OR ANY CONDUCT TENDING TOWARD A BREACH OF THE PEACE OR ENGAGE IN ANY VIOLENT, TUMULTUOUS, OFFENSIVE AND DISORDERLY CONDUCT BY THREATENING, QUARRELLING, CHALLENGING TO FIGHT OR FIGHTING, OR BY USING OBSCENE, OFFENSIVE, PROFANE OR UNSEEMLY LANGUAGE TO THE ANNOYANCE, DISTURBANCE OR VEXATION OF ANOTHER.

B. WHEN NOISES CONSTITUTE DISORDERLY CONDUCT. THE CAUSING OR MAKING OF ANY UNNECESSARY LOUD NOISE BY THE USE OF AMPLIFIED SPEAKERS OR SOUND SYSTEMS SHALL BE CONSIDERED DISORDERLY CONDUCT (EXCEPTED HEREFROM IS THE USE OF CITY SOUND EQUIPMENT UTILIZED AT THE ATHLETIC FIELDS AND CITY-SPONSORED SPECIAL EVENTS).

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: February 16, 2021

RE: Process for Discussion of Development in North Kansas City

At the City Council meeting of January 19, 2021, Councilmember Smith noted that a recent economic development incentive application had caused a lot of community discussion on the subject of development in the City and the City's role in it, and suggested public discussion on the topic. This memo will discuss staff's thoughts on how such a discussion might be structured.

Councilmember Smith suggested a work session. Staff believes that such a broad topic as this cannot be addressed in a single work session before a regular Council meeting. Staff would suggest that such a discussion be held over several meetings, be they regularly scheduled work sessions or special meeting(s).

Staff would suggest something like the following:

Work Session #1: Review of North Kansas City Master Plan. The City's Master Plan was adopted in 2016, after an extensive public process. The Master Plan has been the guiding force behind many of the City's initiatives and positions since that time. It contains five vision themes:

- Grow and attract new and innovative business opportunities to create jobs, support local economy, and increase tax base.
- Attract new residents and increase homeownership rates that support sustainable economic and social benefits.
- Establish memorable destinations to create authentic and diverse public spaces, while expanding the range of attractions and economic development opportunities.

- Build a safe multimodal network and enhance the pedestrian-scaled environment.
- Preserve and enhance the local identity, uniqueness, and arts and culture assets of the North Kansas City community.

As a first step in this discussion, staff would suggest a review of the Master Plan. Do the vision themes and other aspects of the Plan still represent the community's vision for how North Kansas City will develop?

Work Session #2: Discussion of the City Development Process and Review of the City's Economic Development Tools and Incentive Policy

When a new development is proposed, the City undertakes a development review process that, depending on the proposal and its location, may (or may not) involve public hearings and decisions by the Planning Commission and City Council. The City's Master Plan provides a legal and policy framework for further land use and zoning decision making. Development review must be consistent with both the Zoning Ordinance and the Master Plan. The City's ability to promote or prevent development is ultimately constrained by both the Zoning Ordinance and state law.

There are a variety of economic development tools available to the City to help further its development. These days, provision of economic development incentives is almost always assumed by private parties that are proposing new development in the city. The City adopted an Economic Development Incentive Policy in 2018 to guide the use of such incentives by the City and the procedure for their consideration.

As a second step in the discussion, staff would suggest a review of the City's development process, the economic development tools that are available to the City, and the current Economic Development Incentive Policy.

Work Session #3: Discussion

Following the first two work sessions, which staff would propose as being primarily informational, staff would suggest Council discussion to determine if any different development policy is warranted or desired.

Timing

Staff believes that the multi-session format is appropriate for having a discussion of such a broad topic as the future of development in North Kansas City.

Staff reiterates its recommendation that a discussion of this nature occur after the April municipal election. There will be a great deal of turnover after this election. (There will be a new mayor and at least three new councilmembers.) As a general matter, it is thought to be best practice not to undertake major new initiatives in the period between the time filing for office ends and the seating of a new governing body.

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: February 16, 2021

RE: Proposed Sidewalk on Fayette Between 26th and 27th

Councilmember Saper has composed a resolution for Council consideration. The resolution supports the construction of a sidewalk on the west side of Fayette Street between 26th Avenue and 27th Avenue.

Councilmember Saper has submitted in his resolution that the City seek bids for this project. Alternatively, staff would suggest that the City's concrete contractor, who is chosen on the basis of competitive bidding and supplied the estimate for this work, perform the work. If such a small project is bid out separately, it will almost certainly result in a higher cost for the work.

From staff's point of view, the direction needed from the Council is:

- Does the Council wish to proceed with this work; and
- Does the Council wish to amend the FY 2021 Budget to accomplish this project this fiscal year, or budget it in the next fiscal year? If the former, staff will submit for Council approval a budget amendment resolution.

RESOLUTION NO. 21-009

**A RESOLUTION TO BUILD A SIDEWALK ON FAYETTE STREET BETWEEN 26TH
AND 27TH AVENUES**

WHEREAS, Fayette Street between 26th and 27th is the only residential street in North Kansas City without a sidewalk on at least one side of the street; and

WHEREAS, pedestrians of all ages are forced to walk on residents' lawns or in the street sharing the space with cars, trucks, motorcycles and bicycles creating safety concerns; and

WHEREAS, North Kansas City has committed itself to sharing the public way with motorized, wheeled and pedestrian traffic in as safe a manner as possible; and

WHEREAS, there is no legal impediment to the City constructing a sidewalk on either side of the street; and

WHEREAS, those living on the east side of the street would prefer to not have a sidewalk; and

WHEREAS, the City Administration has estimated that a sidewalk can be constructed for \$14,000 by the City's usual contractors; and

WHEREAS, putting the project out to bid would give a measure of pricing by the usual contractors; and

WHEREAS, the project is a City infrastructure project the funding can come from a transfer from the City Gaming Fund.

NOW, THEREFORE, BE IT RESOLVED that a sidewalk be built on the west side of Fayette Street between 26th and 27th after putting the project out to bid with language that encourages minority and women contractors to participate.

DONE this 16th of February, 2021

Donald Stielow, Mayor

Attest: _____
Crystal Doss, City Clerk

MEMORANDUM



TO: Mayor and City Council

FROM: Eric Berlin, City Administrator

DATE: February 16, 2021

RE: Eighth Amendment to Employment Agreement for City Counselor

In accordance with the performance appraisal recently performed by the City Council for City Counselor Thomas E. Barzee, Jr., an eighth amendment to Mr. Barzee's employment agreement with the City has been prepared for Council approval.

The only change to the Employment Agreement from last year is that it increases Mr. Barzee's salary by 2.82%, the amount he is entitled to:

- per his recent performance appraisal with the City Council,
- for someone in his position in his quartile of the pay range according to the City Council-adopted compensation plan, and
- Given the City's FY 2021 budgeted increase for all City employees.

AN ORDINANCE APPROVING AND ADOPTING EIGHTH AMENDMENT/ADDENDA TO EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND THOMAS E. BARZEE, JR., CITY COUNSELOR.

WHEREAS, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City and Thomas E. Barzee, Jr. (“**Employee**”) entered into that certain Employment Agreement dated February 5, 2013 (the “**Employment Agreement**”), which has previously been amended, most recently on February 18, 2020; and

WHEREAS, the City and the Employee desire, by the attached amendment, to amend the Employment Agreement and previous amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. Approval and Authorization of Eighth Amendment. The City Council does hereby find and determine that it is in the best interests of the City of North Kansas City, Missouri, to enter into a certain Eighth Amendment/Addenda to Employment Agreement with Thomas E. Barzee, Jr., who is employed with the City of North Kansas City, Missouri as its City Counselor. A copy of said Eighth Amendment/Addenda to Employment Agreement is attached hereto, marked **Exhibit A**, and is incorporated herein by reference. The provisions of said Eighth Amendment/Addenda to Employment Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor is hereby authorized and directed to execute said Eighth Amendment/Addenda to Employment Agreement on behalf of the City of North Kansas City, Missouri.

Section 2. Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED this 16th day of February, 2021.

Don Stielow, *Mayor*

ATTEST:

Crystal Doss, *City Clerk*

APPROVED this 16th day of February, 2021.

Don Stielow, *Mayor*

APPROVED AS TO FORM:

Anthony W. Bologna, *City Attorney*

Thomas E. Barzee, Jr., *City Counselor*

EXHIBIT “A”

EIGHTH AMENDMENT/ADDENDA TO EMPLOYMENT AGREEMENT

THIS EIGHTH AMENDMENT/ADDENDA (this “**Eighth Amendment**”) is to that certain Employment Agreement dated the 5th day of February, 2013 (“**Employment Agreement**”), previously amended, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a Missouri municipal corporation (the “**Employer**”), and THOMAS E. BARZEE, JR. (the “**Employee**”), for the employment of the Employee by the Employer as City Counselor.

IT IS HEREBY UNDERSTOOD and agreed that the following changes are incorporated into and made a part of the aforementioned Employment Agreement:

Section 3.0 COMPENSATION

3.1 Base Salary: The Employer agrees to pay the Employee an annual base salary of One Hundred Forty-four Thousand Seven Hundred Sixty-four and 62/100 Dollars (\$144,764.62), payable in installments at the same time that the other employees of the Employer are paid.

FULL FORCE AND EFFECT. Except as modified by this Eighth Amendment, the Employment Agreement, as amended, shall remain in full force and effect and all other terms and provisions of the Employment Agreement and prior amendments are hereby reaffirmed and ratified.

DATED this _____ day of February, 2021.

(Employer)

(Employee)

CITY OF NORTH KANSAS CITY, MISSOURI

By _____
Don Stielow, *Mayor*

Thomas E. Barzee, Jr.

BILL NO. 7583

ORDINANCE NO. 9380

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS
DUE AND PAYABLE BY THE CITY THROUGH FEBRUARY 12, 2021**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS
CITY, MISSOURI, AS FOLLOWS:**

SECTION 1. The City Council hereby authorizes payment from the funds of the City of North Kansas City, Missouri, the following sums:

A. General Fund	138,384.28
B. Payroll Transfers	398,000.97
C. Transportation Sales Tax	65,988.88
D. Convention & Tourism	5,156.13
E. Gaming Fund	5,307.81
F. Community Center	133,087.67
G. Water Fund	1,064,276.49
H. Sewerage System Fund	661,305.32
I. Pension Fund	—
J. Northgate Capital Project	596.75
K. Health Fund	—
L. Communications Fund	—
	<hr/>
	\$ 2,472,104.30
	<hr/> <hr/>

SECTION 2. The City Clerk is hereby authorized and directed to draw checks on the City Treasury to pay the above payments.

PASSED this 16th day of February, 2021

Mayor

APPROVED this 16th day of February, 2021

Mayor

ATTEST:

City Clerk

PAYMENT ORDINANCE DETAIL FOR FEBRUARY 12, 2021

		VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	\$	-	138,384.28	138,384.28
PARKS & RECREATION		-	1,543.05	1,543.05
LIBRARY		-	5,151.28	5,151.28
TRANSPORTATION		-	65,988.88	65,988.88
CONVENTION & TOURISM		-	5,156.13	5,156.13
GAMING FUND		-	5,307.81	5,307.81
NORTHGATE CAPITAL PROJECT		-	596.75	596.75
HEALTH FUND		-	—	—
WATER		-	1,064,276.49	1,064,276.49
SEWER		-	661,305.32	661,305.32
COMMUNITY CENTER		-	133,087.67	133,087.67
COMMUNICATIONS FUND		-	0.00	—
PENSION		-	—	—
REPORT SUB-TOTAL	\$	-	\$ 2,080,797.66	\$ 2,080,797.66

PAYROLL TRANSFERS THROUGH FEBRUARY 12, 2021 398,000.97

Total Payments **\$ 2,478,798.63**

Less Parks & Library (6,694.33)

ORDINANCE TOTAL **\$ 2,472,104.30**



Expense Approval Report

By Segment (Select Below)

Payment Dates 2/3/2021 - 2/17/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MO DEPT SALES TAX	January 2021	01/31/2021	January 2021 Sale Tax	60-2050	6,881.54
Richard Mitts	190089403	02/02/2021	Bond Return - 190089403	10-2430	336.00
CITY OF NORTH KANSAS CITY	INV0001378	02/02/2021	FLEX DC	10-2266	333.33
CITY OF NORTH KANSAS CITY	INV0001378	02/02/2021	FLEX MEDICAL	10-2267	955.09
CITY OF NORTH KANSAS CITY	INV0001378	02/02/2021	FLEX MEDICAL	20-2267	152.92
CITY OF NORTH KANSAS CITY	INV0001378	02/02/2021	FLEX MEDICAL	22-2267	41.67
CITY OF NORTH KANSAS CITY	INV0001378	02/02/2021	FLEX MEDICAL	60-2267	104.17
USBANK - INSTITUTIONAL T	INV0001380	02/02/2021	P&F PENSION FIRE-EE	10-2251	4,465.33
USBANK - INSTITUTIONAL T	INV0001380	02/02/2021	P&F PENSION POLICE-EE	10-2251	2,579.71
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	ICMA - EE	10-2252	9,493.49
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	ICMA - EE	10-2259	1,342.23
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	ICMA - EE	20-2252	77.09
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	ICMA - EE	21-2252	94.99
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	ICMA - EE	22-2252	400.62
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	ICMA - EE	60-2252	540.36
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	ICMA	60-2259	42.19
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	61-2252	179.28
					28,020.01

Department: 505 - ADMINISTRATION

CRAMER COMPUTER SUPPLIE	36281	01/29/2021	1099-G Irs Forms	10-505-7001	95.60
OFFICE DEPOT INC	153193720001	02/02/2021	re: invoice 146750584001	10-505-7001	-13.37
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	10-505-5210	739.25
WEST PUBLISHING CORP	843758583	02/08/2021	MONTHLY CHARGE FOR WEST	10-505-6030	929.10
WEST PUBLISHING CORP	843843196	02/08/2021	LIBRARY PLAN CHARGES -- WE	10-505-6030	144.56
MUNICIPAL CODE CORP	00354105	02/09/2021	ORDINANCE CODIFICATION LE	10-505-6321	2,250.00
MOCCFOA - WESTERN DIVISI	2021DUES	02/09/2021	ANNUAL DUES	10-505-6220	10.00
RUBINBROWN LLP	850127	02/16/2021	FY 2020 Audit Services	10-505-6020	10,600.00
Department 505 - ADMINISTRATION Total:					14,755.14

Department: 506 - MUNICIPAL COURT

OFFICE DEPOT INC	COURT OFFICE DEPOT INV # 1	01/28/2021	COURT OFFICE DEPOT INV # 1	10-506-7001	130.95
DIV OF EMPLOYMENT SECURI	INV0001379	02/02/2021	Q4 Year 2020 Payment	10-506-5120	931.26
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	10-506-5210	70.78
Department 506 - MUNICIPAL COURT Total:					1,132.99

Department: 507 - ECONOMIC DEVELOPMENT

BRYAN CAVE LEIGHTON PAISN	11003338	02/09/2021	LEGAL WORK -- 18TH AND SW	10-507-6090	4,100.25
BRYAN CAVE LEIGHTON PAISN	11003341	02/09/2021	LEGAL WORK -- GALLERY LOFT	10-507-6090	5,447.75
BRYAN CAVE LEIGHTON PAISN	11003491	02/09/2021	LEGAL WORK -- GROCERY STO	10-507-6090	269.50
KANSAS CITY AREA DEV COUN	174245	02/09/2021	KANSAS CITY AREA DEV COUN	10-507-6220	10,000.00
Department 507 - ECONOMIC DEVELOPMENT Total:					19,817.50

Department: 510 - FIRE

ADVANCED DATA PROCESSIN	17165	01/26/2021	December Net collections fro	10-510-6305	1,555.57
Leo M. Ellebracht Company	25525	01/26/2021	New Fire Hoses Attack Lines	10-510-8750	5,763.98
Office Essentials Inc	CIV 1375259	01/26/2021	Laundry Detergent, Scotch pa	10-510-7014	38.37
CENTRAL JACKSON CO FPD	TC21-016	01/26/2021	Paramedic Tuition for 4 emplo	10-510-5426	750.00
MCKESSON MEDICAL-SURGIC	17129155	02/01/2021	CHEW ASPIRIN 81 MG	10-510-7010	6.21
MCKESSON MEDICAL-SURGIC	18000624	02/01/2021	ATROPINE SULFATE, EPINEPHE	10-510-7011	383.85
MCKESSON MEDICAL-SURGIC	18005750	02/01/2021	CERVICAL COLLAR x 30	10-510-7011	189.77
ZOLL MEDICAL CORP	3217733	02/01/2021	Pediatric ECG Electrodes	10-510-7011	54.40
USBANK - INSTITUTIONAL T	INV0001380	02/02/2021	P&F PENSION FIRE-ER	10-510-5220	9,938.92
INNOVATIVE NETWORKS	101306	02/04/2021	Classroom Camera Upgrade	10-510-5426	963.00
INNOVATIVE NETWORKS	101319	02/04/2021	Microphone not working in th	10-510-5426	145.00
OFFICE DEPOT INC	150144475001	02/04/2021	Kitch supplies/Laundry deterg	10-510-7001	38.00
OFFICE DEPOT INC	150144475001	02/04/2021	Kitch supplies/Laundry deterg	10-510-7014	100.75

Expense Approval Report

Payment Dates: 2/3/2021 - 2/17/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MEDICAL EQUIPMENT SOLUTI	194934	02/04/2021	Monthly Oxygen Rental	10-510-7011	26.25
MEDICAL EQUIPMENT SOLUTI	195379	02/04/2021	Rental for the month of Janua	10-510-7011	10.25
DEVOS LTD	314761	02/04/2021	Safe Disposal of Expired Meds	10-510-7011	150.00
CONRAD FIRE EQUIPMENT IN	548786	02/04/2021	Replaced PROXY and Magnet	10-510-7140	447.92
CONRAD FIRE EQUIPMENT IN	548799	02/04/2021	Pumper Steering tilit is broke	10-510-7140	908.32
CONRAD FIRE EQUIPMENT IN	548800	02/04/2021	Pumper Driver's seat cushion	10-510-7140	792.41
DAY-STAR CORPORATION	577172	02/04/2021	R&M on RAE SYSTEMS by Hon	10-510-7014	54.50
BOUND TREE MEDICAL LLC	83928008	02/04/2021	Single limb circuit valve 10ea	10-510-7011	317.00
Office Essentials Inc	CIV1421936	02/04/2021	Automatic Soap refill	10-510-7014	259.95
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	10-510-5210	1,419.21
MEDASSURE HEARTLAND LLC	118472	02/08/2021	Bio-Hazard waste removal	10-510-7011	41.20
MEDASSURE HEARTLAND LLC	118614	02/08/2021	Bio-Hazard waste removal	10-510-7011	41.20
Haz-Mat Response Inc	55078	02/08/2021	Lab Analysis & Disposal	10-510-7210	5,534.85
Office Essentials Inc	CIV1423238	02/08/2021	Automatic Hand sanitizer for	10-510-7014	374.95
Office Essentials Inc	CIV1425662	02/08/2021	BIC PENS for COVID VAC at NK	10-510-7001	452.76
DR STEVEN L RUSSELL	March 2021	02/09/2021	Medical Doctor Contract	10-510-5480	1,000.00
Department 510 - FIRE Total:					31,758.59

Department: 515 - POLICE

STOP STICK LTD	0019535-IN	01/28/2021	STOP STICKS	10-515-7120	548.00
THE MEDICAL LAUNDRY SERVI	610539-610759-610971-6111	01/28/2021	LAUNDRY 12-02	10-515-7020	34.20
THE MEDICAL LAUNDRY SERVI	610539-610759-610971-6111	01/28/2021	LAUNDRY 12-09	10-515-7020	34.20
THE MEDICAL LAUNDRY SERVI	610539-610759-610971-6111	01/28/2021	LAUNDRY 12-16	10-515-7020	34.20
THE MEDICAL LAUNDRY SERVI	610539-610759-610971-6111	01/28/2021	LAUNDRY 11-25	10-515-7020	34.20
THE MEDICAL LAUNDRY SERVI	610539-610759-610971-6111	01/28/2021	LAUNDRY 12-23	10-515-7020	34.20
BOARD OF POLICE COMMISSI	10660	01/29/2021	RADIO REPROGRAM	10-515-7130	96.80
NECCO COFFEE INC	121658	01/29/2021	COFFEE	10-515-6395	169.86
OUTDOOR RESTROOMS LLC	409351	01/29/2021	FEB 2021 RANGE RSTROOM S	10-515-7022	55.00
Leatham Family LLC	0359227-IN	02/02/2021	BADGES	10-515-8750	375.00
USBANK - INSTITUTIONAL T	INV0001380	02/02/2021	P&F PENSION POLICE-ER	10-515-5220	5,741.89
Bob Barker Co Inc	NC1001573485	02/03/2021	GLOVES	10-515-7020	998.73
EVERLASTING SIGN COMPANY	17822	02/04/2021	616 PLATES AND #	10-515-7140	50.00
EQUIFAX INFORMATION SERVI	6206526	02/04/2021	EQUIFAX JAN 2021	10-515-7018	75.00
THE CHILDREN'S MERCY HOSP	8000007739	02/04/2021	LAB FEES	10-515-7018	232.00
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	10-515-5210	2,122.85
Department 515 - POLICE Total:					10,636.13

Department: 521 - BUILDINGS & GROUNDS

SHRED-IT US JV LLC	818357743	02/02/2021	monthly shred services for CH	10-521-6057	22.50
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	10-521-5210	114.68
HI-GENE'S JANITORIAL SVC IN	69128	02/09/2021	monthly custodial CH & PD	10-521-6330	1,175.00
HI-GENE'S JANITORIAL SVC IN	69128	02/09/2021	Cleaning and restock supplies	10-521-7006	410.50
HI-GENE'S JANITORIAL SVC IN	69129	02/09/2021	monthly custodial CH & PD	10-521-6330	585.00
HI-GENE'S JANITORIAL SVC IN	69129	02/09/2021	Cleaning and restock supplies	10-521-7006	58.00
Department 521 - BUILDINGS & GROUNDS Total:					2,365.68

Department: 524 - CONVENTION & TOURISM

WSP USA INC	1025033	02/01/2021	Armour Road Task Order 5	24-524-8770	5,156.13
Department 524 - CONVENTION & TOURISM Total:					5,156.13

Department: 525 - PUBLIC WORKS ADMIN

ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	10-525-5210	192.60
Department 525 - PUBLIC WORKS ADMIN Total:					192.60

Department: 526 - COMMUNITY DEVELOPMENT

ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	10-526-5210	337.99
BURLINGTON AUTO REPAIR LL	1	02/09/2021	New Tires for Comm Dev Vehi	10-526-7140	348.00
OFFICE DEPOT INC	153338153 / 153677841	02/09/2021	office supplies	10-526-7001	84.30
OFFICE DEPOT INC	153338153 / 153677841	02/09/2021	Office Supplies	10-526-7001	695.41
Wilson & Company	94991	02/09/2021	On-Call Engineering 23rd & S	10-526-6090	420.00
Department 526 - COMMUNITY DEVELOPMENT Total:					1,885.70

Department: 533 - INTERDEPARTMENTAL

AT&T	02/18/21	01/19/2021	01/19-02/18/21 Services Acct	10-533-6730	377.17
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Expense Approval Report

Payment Dates: 2/3/2021 - 2/17/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPIRE MISSOURI INC	01/26/2021	01/26/2021	12/29/20-1/26/21 Service Var	10-533-6720	935.97
Evergy	02/01/2021	01/31/2021	12/31/20-01/31/21 Services	10-533-6710	441.11
JIM'S DISPOSAL SERVICE LLC	53993	02/09/2021	solid waste services for city a	10-533-6750	20,503.56
VERTIV CORPORATION	57875807	02/09/2021	ANNUAL MAINTENANCE FOR	10-533-6110	8,986.24
NEW DIRECTIONS BEHAVIORA	INV-13790	02/09/2021	ANNUAL PAYMENT	10-533-5430	3,722.72
North Kansas City Hospital	March 2021	02/09/2021	Wellness Services Agreement	10-533-6328	1,368.00
Department 533 - INTERDEPARTMENTAL Total:					36,334.77
Department: 535 - GAMING					
BRYAN CAVE LEIGHTON PAISN	11003477	02/09/2021	LEGAL WORK -- ARRA -- OLD C	25-535-8700	173.25
BRYAN CAVE LEIGHTON PAISN	11003487	02/09/2021	ARRA - COMPONENT DEVELO	25-535-8700	442.75
BRYAN CAVE LEIGHTON PAISN	11003508	02/09/2021	LEGAL WORK -- ARRA -- TIF IS	25-535-8700	211.75
Irrigation Management Consu	16762	02/09/2021	ARRA irrigation consultations	25-535-8700	540.00
OLSSON ASSOCIATES	369561-17	02/09/2021	Olsson Armour Road Redevel	25-535-8700	497.94
OLSSON ASSOCIATES	369561-6	02/09/2021	Work Order 6	25-535-8700	1,025.79
Storsafe IV LLC	March 2021	02/09/2021	18th & Clay Parking Lot Rent	25-535-8770	400.00
127 SWIFT LLC	March 2021	02/09/2021	Parking lot between Clay & S	25-535-8770	2,016.33
Department 535 - GAMING Total:					5,307.81
Department: 536 - NORTHGATE					
BRYAN CAVE LEIGHTON PAISN	11003335	02/09/2021	NORTGATE REDEVELOPMENT	44-536-6090	596.75
Department 536 - NORTHGATE Total:					596.75
Department: 540 - PARKS & RECREATION					
Danny O'Connor	413976	10/15/2020	CPSI Computer Based Certific	20-540-5426	200.00
AT&T	02/18/21	01/19/2021	01/19-02/18/21 Services Acct	20-540-6730	175.96
SPIRE MISSOURI INC	01/26/2021	01/26/2021	12/29/20-1/26/21 Service Var	20-540-6720	494.28
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	20-540-5210	76.94
SAM'S CLUB	0103-08207	02/09/2021	Cleaning and other supplies	20-540-7090	86.94
SAM'S CLUB	0103-08207	02/09/2021	Coffee	20-540-7190	53.92
NATIONAL EXTERMINATING	2393287	02/09/2021	Pest Control at Macken Park	20-540-7190	45.00
NATIONAL EXTERMINATING	2394172	02/09/2021	Pest Control at Parks & Recrea	20-540-7110	72.00
FRY & ASSOCIATES, INC	32155	02/09/2021	Rubber Strap Seat	20-540-7190	108.00
Department 540 - PARKS & RECREATION Total:					1,313.04
Department: 543 - COMMUNITY CENTER					
YMCA OF GREATER KANSAS CI	2020FINAL	02/09/2021	QUARTER ENDED 12/31/2020	63-543-6096	133,087.67
Department 543 - COMMUNITY CENTER Total:					133,087.67
Department: 550 - LIBRARY					
JEAN R ANTES	100	02/18/2020	CHILDRENS PROGRAM	21-550-7320	103.92
AT&T	01/19/2021	01/19/2021	01/19-02/18/21 Services Acct	21-550-6730	559.13
AT&T	02/18/21	01/19/2021	01/19-02/18/21 Services Acct	21-550-6730	175.96
VERIZON WIRELESS SVCS LLC	9871844210	01/22/2021	12/23/20-01/22/21 Services	21-550-6730	107.44
THE PITNEY BOWES BANK INC	01/24/2021	01/24/2021	Statement Date 1/24/21 Acct	21-550-7009	32.77
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	21-550-5210	94.99
OCLC ONLINE COMPUTER LIB	1000099128	02/08/2021	CATALOG	21-550-7360	42.16
NORTH KC SECURITY PATROL	100170	02/08/2021	MAINT AGREEMENT	21-550-6110	30.00
Webster County Library	114	02/08/2021	BOOKS	21-550-7370	17.95
Blackstone Audio Inc.	1201135	02/08/2021	AUDIOVISUAL	21-550-7340	74.25
Blackstone Audio Inc.	1201996	02/08/2021	AUDIOVISUAL	21-550-7340	65.90
SUMNERONE INC	2768024	02/08/2021	MAINT AGREEMENT	21-550-6110	25.54
WELLS FARGO FINANCIAL LEA	5013575263	02/08/2021	MAINT AGREEMENT	21-550-6110	92.00
INGRAM LIBRARY SERVICES	50856114	02/08/2021	BOOKS	21-550-7370	364.33
INGRAM LIBRARY SERVICES	50856115	02/08/2021	BOOKS	21-550-7370	280.90
INGRAM LIBRARY SERVICES	50919380	02/08/2021	BOOKS	21-550-7370	876.45
INGRAM LIBRARY SERVICES	51004226	02/08/2021	BOOKS	21-550-7370	189.83
UNIQUE MANAGEMENT SERV	598889	02/08/2021	SERVICES	21-550-6355	50.00
CENGAGE LEARNING INC	73172570	02/08/2021	BOOKS	21-550-7370	49.38
CENGAGE LEARNING INC	73172592	02/08/2021	BOOKS	21-550-7370	90.96
CENGAGE LEARNING INC	73172594	02/08/2021	BOOKS	21-550-7370	45.73
CENGAGE LEARNING INC	73172600	02/08/2021	BOOKS	21-550-7370	39.73
CENGAGE LEARNING INC	73172963	02/08/2021	BOOKS	21-550-7370	71.48
SHRED-IT US JV LLC	8181274393	02/08/2021	SERVICES	21-550-6355	68.53

Expense Approval Report

Payment Dates: 2/3/2021 - 2/17/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MIDWEST TAPE LLC	99924973	02/08/2021	AUDIOVISUAL	21-550-7340	13.49
MIDWEST TAPE LLC	99924975	02/08/2021	AUDIOVISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	99956243	02/08/2021	AUDIOVISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	99956245	02/08/2021	AUDIOVISUAL	21-550-7340	22.49
ENVISIONWARE INC	INV-US-51174	02/08/2021	MAINT AGREEMENT	21-550-6110	725.00
STINE-NICHOLS PLUMBING IN	15215	02/09/2021	library hot water repairs	21-550-7110	701.00

Department 550 - LIBRARY Total: 5,056.29

Department: 560 - WATER

SPIRE MISSOURI INC	01/26/2021	01/26/2021	12/29/20-1/26/21 Service Var	60-560-6720	1,124.35
KC WATER SERVICE DEPT	02/01/2021	01/29/2021	12/30/20-01/29/21 Services	60-560-6740	332.29
KC WATER SERVICE DEPT	02-01-2021	01/29/2021	12/29/20-01/29/21 Services	60-560-6740	461.30
MISSOURI ONE CALL SYSTEM I	1010248	02/02/2021	Mo One Call Fees for January	60-560-6090	63.75
VICTOR L PHILLIPS HOLDING C	PSO037061-1	02/02/2021	Backhoe Repair Parts	60-560-7140	500.61
SCHULTE SUPPLY INC	51168281	02/02/2021	Water Distribution Repair Part	60-560-7150	196.83
CHEMCO SYSTEMS LP	16769	02/03/2021	slaker transmitter	60-560-7110	633.98
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	60-560-5210	434.19
MEGA INDUSTRIES CORP	Pay App #2	02/04/2021	Pay Application #2	60-560-8730	518,566.20
MISSISSIPPI LIME CO	1533169	02/09/2021	lime for water plant	60-560-7005	5,425.27
MISSISSIPPI LIME CO	1533226	02/09/2021	lime for water plant	60-560-7005	5,446.62
MISSISSIPPI LIME CO	1533266	02/09/2021	lime for water plant	60-560-7005	5,376.15
KISSICK CONSTRUCTION CO I	2100201-01	02/09/2021	12th & Gentry ER water main	60-560-8770	22,772.14
SHAWNEE MISSION FORD INC	26305	02/09/2021	Ford F350 Pickup Truck	60-560-8750	38,590.00
KANSAS CITY WINWATER WO	275567 01	02/09/2021	water valve replacement part	60-560-8770	1,005.00
KANSAS CITY WINWATER WO	276057	02/09/2021	Pipe flange adapter	60-560-7150	310.00
RL YATES ELECTRIC CO INC	2921	02/09/2021	Work on Lime Slaker	60-560-8730	991.77
MUSSELMAN & HALL CONTRA	34437	02/09/2021	water main break repairs at 1	60-560-8770	5,896.00
R H FASTENER SUPPLY INC	375497-1	02/09/2021	Nuts and Bolts for Water Met	60-560-8750	75.52
MEGA INDUSTRIES CORP	710 NKCW-20200131	02/09/2021	Water Treatment Plant Impro	60-560-8730	439,315.26
Gerald C Charlton	C1_NKC 2021-1	02/09/2021	water plant rehab, engineerin	60-560-8730	9,026.00
KC WATER SERVICE DEPT	W068-21	02/09/2021	laboratory services bac-ts	60-560-6430	165.00

Department 560 - WATER Total: 1,056,708.23

Department: 570 - WATER POLLUTION CONTROL

AT&T	02/18/21	01/19/2021	01/19-02/18/21 Services Acct	61-570-6730	87.98
SPIRE MISSOURI INC	01/26/2021	01/26/2021	12/29/20-1/26/21 Service Var	61-570-6720	958.41
KCMO WATER SERVICES DEPT	13196	02/02/2021	monthly water and sewer cha	61-570-6745	639,678.64
RL YATES ELECTRIC CO INC	2906	02/02/2021	Repair heater at Burlington Pu	61-570-7155	643.46
JCI INDUSTRIES INC	8207739	02/02/2021	pump station pump repairs	61-570-8770	8,866.80
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	61-570-5210	150.68
ACE PIPE CLEANING INC	142811	02/09/2021	stormwater pipe cctv per agre	61-570-7157	1,440.00
ACCURATE SUPERIOR SCALE O	16753	02/09/2021	annual maintenance	61-570-6430	65.00
KISSICK CONSTRUCTION CO I	2100201-02	02/09/2021	12th & Gentry sewer line repa	61-570-8770	8,527.07
STEAMATIC OF KC INC	21950	02/09/2021	Cleaning of Church from Sewa	61-570-6090	708.00

Department 570 - WATER POLLUTION CONTROL Total: 661,126.04

Department: 580 - TRANSPORTATION

SPIRE MISSOURI INC	01/26/2021	01/26/2021	12/29/20-1/26/21 Service Var	22-580-6720	1,910.13
Evergy	02/01/2021	01/31/2021	12/31/20-01/31/21 Services	22-580-6711	28,255.65
Evergy	02/01/2021	01/31/2021	12/31/20-01/31/21 Services	22-580-6712	5,332.86
MUSSELMAN & HALL CONTRA	34436	02/02/2021	curbs, sidewalks, and catchba	22-580-8770	11,048.00
MUSSELMAN & HALL CONTRA	34438	02/02/2021	curbs, sidewalks, and catchba	22-580-8770	352.00
MUSSELMAN & HALL CONTRA	34443	02/02/2021	curbs, sidewalks, and catchba	22-580-8770	556.00
MUSSELMAN & HALL CONTRA	34444	02/02/2021	curbs, sidewalks, and catchba	22-580-8770	6,262.79
MUSSELMAN & HALL CONTRA	34445	02/02/2021	curbs, sidewalks, and catchba	22-580-8770	7,915.91
BARNHART CRANE & RIGGING	42236-CD99128052	02/02/2021	elliott boom truck repair	22-580-7120	1,793.23
Evergy	02/05/2021	02/04/2021	01/06-02/04/21 Services Acct	22-580-6710	33.03
Evergy	02-05-2021	02/04/2021	01/05-02/04/21 Services Acct	22-580-6710	32.70
ICMA - RC RETIREMENT COM	ICMA 2-5-21	02/04/2021	DEFERRED COMP	22-580-5210	304.88
101 LAND HOLDINGS LLC	March 2021	02/09/2021	Salt Barn Rent	22-580-6130	437.18

Expense Approval Report

Payment Dates: 2/3/2021 - 2/17/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
101 LAND HOLDINGS LLC	31173	02/10/2021	Salt Barn 2020 Property Tax	22-580-6130	1,312.23
			Department 580 - TRANSPORTATION Total:		65,546.59
			Grand Total:		2,080,797.66

Report Summary

Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	138,384.28
20 - PARKS & RECREATION	1,543.05
21 - LIBRARY	5,151.28
22 - TRANSPORTATION	65,988.88
24 - CONVENTION & TOURISM	5,156.13
25 - GAMING	5,307.81
44 - NORTHGATE PROJECT	596.75
60 - WATER FUND	1,064,276.49
61 - WATER POLLUTION CONTROL	661,305.32
63 - COMMUNITY CENTER	133,087.67
Grand Total:	2,080,797.66

Account Summary

Account Number	Account Name	Payment Amount
10-2251	FIRE & POLICE PENSION	7,045.04
10-2252	ICMA EE CONTRIBUTION	9,493.49
10-2259	ICMA EE ROTH CONTRIB	1,342.23
10-2266	DEPENDENT CARE	333.33
10-2267	MEDICAL REIMBURSEM	955.09
10-2430	CLEARING	336.00
10-505-5210	CITY PAID DEFERRED CO	739.25
10-505-6020	AUDIT SERVICE	10,600.00
10-505-6030	OTHER LEGAL COSTS	1,073.66
10-505-6220	DUES & MEMBERSHIPS	10.00
10-505-6321	ORDINANCE CODIFICATI	2,250.00
10-505-7001	OFFICE SUPPLIES	82.23
10-506-5120	UNEMPLOYMENT	931.26
10-506-5210	CITY PAID DEFERRED CO	70.78
10-506-7001	OFFICE SUPPLIES	130.95
10-507-6090	PROFESSIONAL SERVICE	9,817.50
10-507-6220	DUES & MEMBERSHIPS	10,000.00
10-510-5210	CITY PAID DEFERRED CO	1,419.21
10-510-5220	PENSION EXPENSE	9,938.92
10-510-5426	TRAINING/TRAVEL APPO	1,858.00
10-510-5480	PHYSICIAN FEES	1,000.00
10-510-6305	AMBULANCE BILLING C	1,555.57
10-510-7001	OFFICE SUPPLIES	490.76
10-510-7010	FIREFIGHTING SUPPLIES	6.21
10-510-7011	FIRST AID SUPPLIES	1,213.92
10-510-7014	QUARTERS MAINTENAN	828.52
10-510-7140	VEHICLE MAINTENANCE	2,148.65
10-510-7210	MINOR EQUIPMENT	5,534.85
10-510-8750	EQUIPMENT	5,763.98
10-515-5210	CITY PAID DEFERRED CO	2,122.85
10-515-5220	PENSION EXPENSE	5,741.89
10-515-6395	OTHER SERVICES	169.86
10-515-7018	INVESTIGATIVE OPERATI	307.00
10-515-7020	DETENTION SUPPLIES	1,169.73
10-515-7022	RANGE SUPPLIES	55.00
10-515-7120	EQUIPMENT MAINTENA	548.00
10-515-7130	RADIO MAINTENANCE	96.80
10-515-7140	VEHICLE MAINTENANCE	50.00
10-515-8750	EQUIPMENT	375.00
10-521-5210	CITY PAID DEFERRED CO	114.68
10-521-6057	RECYCLING SERVICES	22.50
10-521-6330	CUSTODIAL SERVICES	1,760.00
10-521-7006	CUSTODIAL SUPPLIES	468.50

Account Summary

Account Number	Account Name	Payment Amount
10-525-5210	CITY PAID DEFERRED CO	192.60
10-526-5210	CITY PAID DEFERRED CO	337.99
10-526-6090	PROFESSIONAL SERVICE	420.00
10-526-7001	OFFICE SUPPLIES	779.71
10-526-7140	VEHICLE MAINTENANCE	348.00
10-533-5430	EMPLOYEE ASSISTANCE	3,722.72
10-533-6110	MAINTENANCE AGREEM	8,986.24
10-533-6328	EMPLOYEE WELLNESS P	1,368.00
10-533-6710	ELECTRICITY	441.11
10-533-6720	GAS	935.97
10-533-6730	TELEPHONE	377.17
10-533-6750	TRASH COLLECTION	20,503.56
20-2252	ICMA EE CONTRIBUTION	77.09
20-2267	MEDICAL REIMBURSEM	152.92
20-540-5210	CITY PAID DEFERRED CO	76.94
20-540-5426	TRAINING/TRAVEL APPO	200.00
20-540-6720	GAS	494.28
20-540-6730	TELEPHONE	175.96
20-540-7090	OTHER SUPPLIES	86.94
20-540-7110	BUILDING MAINTENANC	72.00
20-540-7190	OTHER MAINTENANCE	206.92
21-2252	ICMA EE CONTRIBUTION	94.99
21-550-5210	CITY PAID DEFERRED CO	94.99
21-550-6110	MAINTENANCE AGREEM	872.54
21-550-6355	OTHER SERVICES	118.53
21-550-6730	TELEPHONE	842.53
21-550-7009	POSTAGE & METER EXPE	32.77
21-550-7110	BUILDING MAINTENANC	701.00
21-550-7320	CHILDREN'S PROGRAMS	103.92
21-550-7340	AUDIOVISUAL	221.11
21-550-7360	CATALOGING & PROCESS	42.16
21-550-7370	BOOKS	2,026.74
22-2252	ICMA EE CONTRIBUTION	400.62
22-2267	MEDICAL REIMBURSEM	41.67
22-580-5210	CITY PAID DEFERRED CO	304.88
22-580-6130	LEASE/RENTAL AGREEM	1,749.41
22-580-6710	ELECTRICITY	65.73
22-580-6711	STREET LIGHTS	28,255.65
22-580-6712	LEASED TRAFFIC SIGNAL	5,332.86
22-580-6720	GAS	1,910.13
22-580-7120	EQUIPMENT MAINTENA	1,793.23
22-580-8770	INFRASTRUCTURE	26,134.70
24-524-8770	INFRASTRUCTURE	5,156.13
25-535-8700	LAND ACQUISITION	2,891.48
25-535-8770	INFRASTRUCTURE	2,416.33
44-536-6090	PROFESSIONAL SERVICE	596.75
60-2050	SALES TAX PAYABLE	6,881.54
60-2252	ICMA EE MATCH	540.36
60-2259	ICMA EE ROTH CONTRIB	42.19
60-2267	MEDICAL REIMBURSEM	104.17
60-560-5210	CITY PAID DEFERRED CO	434.19
60-560-6090	PROFESSIONAL SERVICE	63.75
60-560-6430	LABORATORY FEES	165.00
60-560-6720	GAS	1,124.35
60-560-6740	NKC UTILITY FEES	793.59
60-560-7005	CHEMICALS	16,248.04
60-560-7110	PLANT MAINTENANCE	633.98
60-560-7140	VEHICLE MAINTENANCE	500.61

Account Summary

Account Number	Account Name	Payment Amount
60-560-7150	DISTRIBUTION MAINTEN	506.83
60-560-8730	BUILDING IMPROVEME	967,899.23
60-560-8750	EQUIPMENT	38,665.52
60-560-8770	INFRASTRUCTURE	29,673.14
61-2252	ICMA EE CONTRIBUTION	179.28
61-570-5210	CITY PAID DEFERRED CO	150.68
61-570-6090	PROFESSIONAL SERVICE	708.00
61-570-6430	LABORATORY FEES	65.00
61-570-6720	GAS	958.41
61-570-6730	TELEPHONE	87.98
61-570-6745	SEWAGE CHARGE KCMO	639,678.64
61-570-7155	LIFT STATION MAINTENA	643.46
61-570-7157	SANITARY SEWER MAINT	1,440.00
61-570-8770	INFRASTRUCTURE	17,393.87
63-543-6096	YMCA ADMINISTRATIVE	133,087.67
	Grand Total:	2,080,797.66

Project Account Summary

Project Account Key	Payment Amount
None	984,503.80
1712	991.77
1901	26,134.70
231`	5,763.98
2551	966,907.46
2612	8,866.80
2731	375.00
5841	5,156.13
5891	29,673.14
5941	8,527.07
6663	38,590.00
7651	2,891.48
9301	400.00
9302	2,016.33
	Grand Total:
	2,080,797.66

Upcoming City Items of Note

Dates Below Are Subject to Change

Items in red are Parks & Recreation Events

Items in blue are special City Council Meetings

February 15, 2021	City Hall, Library and Parks & Recreation Closed – President’s Day
March 3, 2021	Yard Waste Collection Resumes
March 27, 2021	Boneanza – Waggin’ Trail Park – 1:00 PM
April 6, 2021	Municipal Election Day
April 24, 2021	Community Shred Event – City Hall Parking Lot -- 9:00 AM to Noon
April 24, 2021	Pitch, Hit -N- Run – Macken Park – 1:00 PM
May 1-2	Bob Libbey – Macken Park Tennis Courts
May 1, 2021	Animal Vaccination Event – City Hall – 2:00 PM – 4:00 PM
May 14, 2021	Friday Night Concert –Macken Park Festival Shelter – 7:00 PM
May 15, 2021	City-Wide Garage Sale
May 18, 2021	Seniors are Special Picnic – Macken Park Festival Shelter – 11:00 AM
May 28, 2021	Movie in the Park – Macken Park Festival Shelter – Dusk
May 31, 2021	City Hall, Library and Parks & Recreation Closed – Memorial Day
June 7, 2021	Guys Griller – Parks and Recreation Center – 12:00 PM
June 11, 2021	Arts in the Park – Macken Park Festival Shelter – 5:00 PM
June 12, 2021	Arts in the Park – Macken Park Festival Shelter – 10:00 AM
June 25, 2021	A Night Out with Movie in the Park – Macken Park – 6:00 PM
July 5, 2021	City Hall, Library, Parks & Recreation Closed – Independence Day
July 9, 2021	Friday Night Concert – Macken Park Festival Shelter – 7:00 PM
July 23, 2021	Movie in the Park – Macken Park Festival Shelter – Dusk
August 13, 2021	Friday Night Concert – Macken Park Festival Shelter – 7:00 PM
August 28, 2021	Movie in the Park – Macken Park Festival Shelter – Dusk
September 6, 2021	City Hall, Library and Parks & Recreation Closed – Labor Day
September 10, 2021	Friday Night Concert – Macken Park Festival Shelter – 7:00 PM

September 18, 2021	City-wide Garage Sale
September 25, 2021	Drive-in at the Park – Macken Park – Dusk
October 9, 2021	Howl-O-Ween – Waggin’ Trail Park – 1:00 PM
October 23, 2021	Spooktacular – Macken Park Festival Shelter – 11:00 AM
November 2, 2021	Election Day
November 19, 2021	Mistletowne Market – Parks & Recreation Center – 12:00 PM
November 19, 2021	Mayor’s Tree Lighting – City Hall – 6:00 PM
November 20, 2021	Mistletowne Market – Parks & Recreation Center – 10:00 AM
November 21, 2021	Mistletowne Market – Parks & Recreation Center – 12:00 PM
November 22, 2021	Feel the Warmth – Parks & Recreation
November 25-26, 2021	City Hall, Library and Parks & Recreation Center Closed – Thanksgiving
December 11, 2021	Holiday Wonderland – Parks & Recreation Center – 11:00 AM
December 24, 2021	City Hall, Library and Parks & Recreation Center Closed – Christmas
December 31, 2021	City Hall, Library and Parks & Recreation Center Closed – New Year’s Day

MEMORANDUM



TO: Mayor and City Council
FROM: Eric Berlin, City Administrator
DATE: February 16, 2021
RE: YMCA December 2020 Financial Report

Highlights of the monthly report for this month include:

Income:

- Total income for the month was \$142,139.

Expense:

- Total expense for the month was \$163,663.
- The line item labeled "Intra-YMCA Expense Allocation" is where the monthly management fee paid to the YMCA of Greater Kansas City is allocated. This is the minimum amount of the management fee the City pays to the YMCA; the City pays the YMCA an additional amount that is calculated based upon the amount of the calendar year deficit and operating revenues that does not show as an expense on this report.

Surplus/Deficit:

- For the month, the facility experienced a deficit of \$21,524.

Surplus/(Deficit):

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
January	\$ 15,976	\$110,377	\$ 92,283	\$116,559	\$101,181
February	\$ 99,484	\$ 3,672	(\$ 3,454)	(\$ 22,308)	\$ 8,629
March	\$ 3,721	(\$88,612)	(\$ 76,565)	(\$ 45,442)	\$ 20,634
April	(\$53,135)	(\$ 473)	\$ 15,771	\$ 31,053	(\$ 1,301)
May	(\$ 7,849)	(\$16,587)	(\$ 3,794)	\$ 28,119	(\$ 21,390)
June	(\$27,054)	(\$14,919)	(\$ 13,162)	\$ 27,992	\$ 21,379
July	(\$41,872)	(\$18,669)	\$ 4,911	\$ 5,878	(\$ 73,463)
August	(\$61,290)	(\$36,437)	(\$ 63,620)	(\$ 78,357)	(\$ 17,243)
September	(\$70,852)	(\$74,133)	\$ 3,007	\$ 16,784	(\$ 15,402)
October	(\$ 1,734)	(\$20,267)	\$ 27,940	\$ 13,714	(\$ 18,566)
November	(\$36,115)	(\$ 5,821)	\$ 5,015	\$ 19,424	\$ 41,207
December	(\$28,977)	(\$ 59,652)	(\$ 32,282)	(\$ 88,678)	(\$ 21,524)
Total	(\$217,139)	(\$221,521)	(\$43,282)	\$ 24,737	\$ 24,142

YMCA of Greater Kansas City As of Year-End		Dec	Dec	\$ Var	Dec	YTD	YTD	\$ Var	YTD
		2020	2020	Actual	2019	YE	YE	YTD Act	2019
		Actual	Budget	to Budget	Actual	Actual	Budget	to Budget	Actual
401	Contributions	13,543	1,326	12,217	48,473	404,640	79,412	325,228	119,261
411	Membership Dues Income	120,027	200,383	(80,356)	191,593	1,439,925	2,420,489	(980,564)	2,349,656
413	Program Service Fee	4,036	11,469	(7,433)	10,006	195,467	305,655	(110,188)	276,352
414	Facilities Rental	4,533	4,950	(418)	6,801	50,763	88,175	(37,412)	85,964
Revenue		142,139	218,128	(75,989)	256,874	2,090,795	2,893,731	(802,936)	2,831,233
521	Salaries and Wages	62,801	107,544	44,743	94,690	915,800	1,370,839	455,039	1,202,227
522	Employee Benefits	2,613	10,040	7,427	9,865	79,021	125,789	46,768	133,450
523	Payroll Taxes	14,160	13,067	(1,094)	11,701	108,965	166,557	57,592	150,413
524	Contract Services	2,555	4,280	1,725	4,529	44,549	51,403	6,854	55,801
525	Supplies	9,366	11,673	2,306	17,739	123,860	144,254	20,394	140,621
526	Telecommunications	1,159	1,648	490	2,148	17,029	20,371	3,342	19,811
527	Postage and Shipping	74	358	285	307	716	3,291	2,575	3,459
528	Occupancy	44,286	70,435	26,149	67,288	526,619	782,760	256,141	714,860
529	Equipment Cost	3,243	1,247	(1,996)	965	13,322	15,261	1,938	19,026
531	Promotion and Publications	4,606	5,227	621	1,214	24,666	30,646	5,980	36,144
532	Travel and Transportation	297	1,174	877	1,574	4,500	8,438	3,937	8,856
533	Conferences and Meetings	350	869	519	2,315	4,227	9,798	5,571	12,294
535	Membership Dues Expense	2,691	2,175	(516)	2,959	15,606	23,550	7,944	22,406
539	Miscellaneous Expense	97	344	247	50	171	1,064	893	974
548	Intra-YMCA Expense Allocation	13,294	13,295		12,662	159,534	159,534		151,938
553	Capital	2,071	9,003	6,932	2,946	28,068	35,000	6,932	34,616
Expense		163,663	252,378	88,716	232,952	2,066,654	2,948,555	881,901	2,706,897
YMCA of Greater Kansas City		(21,524)	(34,250)	19,945	23,922	24,142	(54,824)	78,965	124,336

MEMORANDUM



TO: Mayor and City Council
FROM: Eric Berlin, City Administrator
DATE: February 16, 2021
RE: YMCA CY 2020 Financial Report

Attached is the YMCA report that indicates the financial performance of the YMCA for **Calendar Year 2020**. Highlights of the report include (all comparisons are from 2017 Actual):

Income:

- Total income for the year was 2,090,795, down 25% from the year before.

Expense:

- Total expense for the year was \$2,066,654 down 25% from the year before.

Surplus:

- For the year, the facility experienced an operating surplus of \$24,142. Per the Facility Operating and Cooperative Agreement between the City and the YMCA of Greater Kansas City, this amount is split 50/50 between the City and the YMCA.

Additional YMCA Costs

- Per the Facility Operating and Cooperative Agreement between the City and the YMCA, for having a deficit of less than \$200,000 the Y is entitled to a management fee of 17% of Facility Revenue. The amount due the Y for 2020 is therefore computed as follows:

○ 17% x \$2,090,795 =	\$355,435
○ Less Base Management Fee ¹ :	<u>(\$159,534)</u>
○ Net Additional Mgt. Fee	\$195,901

- The City made capital expenditures at the facility of \$30,196 (Fire Pump Rebuild, Fire Drive Access Repair, Teen Tech Center) in CY 2020.
- Putting these together, for the year, the YMCA cost the City the following in Calendar Year 2020:

City's Share of Surplus:	(\$ 12,071)
Net Additional Management Fee:	\$195,901
Capital Expenditures:	<u>\$ 30,196</u>
	\$214,026

¹ The Base Management Fee is counted as an Operating Budget expense.

NORTH KANSAS CITY YMCA
Unaudited Operating Statement
For the Period Ending December 31, 2020

Description	1st Quarter 3/31/2020	2nd Quarter 6/30/2020	3rd Quarter 9/30/2020	4th Quarter 12/31/2020	Year to Date			Last Year 12/31/2019
					Actual 12/31/2020	Budget	Variance	
Income								
Contributions	118,322	181,797	21,686	82,835	404,640	79,412	325,228	119,261
Government Fees & Grants								
Membership Dues Income	516,827	154,131	395,504	373,463	1,439,925	2,420,489	(980,564)	2,349,656
Program Service Fee	149,112	(487)	25,983	20,859	195,466	305,655	(110,189)	276,352
Facilities Rental	20,654	5,688	12,761	11,660	50,763	88,175	(37,412)	85,964
Total Income	804,914	341,129	455,934	488,818	2,090,795	2,893,731	(802,936)	2,831,233
Expense								
Salaries and Wages	332,419	129,200	245,727	208,454	915,800	1,370,839	455,039	1,202,227
Employee Benefits	33,167	14,187	18,774	12,893	79,021	125,789	46,768	133,450
Payroll Taxes	40,470	14,954	22,420	31,121	108,965	166,557	57,592	150,413
Purchased, Contract, or Donate	15,416	8,662	12,035	8,436	44,549	51,403	6,854	55,801
Supplies	55,736	16,063	26,553	25,509	123,860	144,254	20,394	140,621
Telecommunications	4,078	3,639	3,813	5,499	17,029	20,371	3,342	19,811
Postage and Shipping	252	104	182	179	716	3,291	2,575	3,459
Occupancy	122,444	106,823	169,033	128,319	526,619	782,760	256,141	714,860
Equipment Cost	5,030	2,456	1,100	4,736	13,322	15,261	1,938	19,026
Promotion and Publications	9,078	2,562	4,994	8,032	24,666	30,646	5,980	36,144
Travel and Transportation	2,418	91	961	1,031	4,500	8,438	3,937	8,856
Conferences and Meetings	1,964	163	1,020	1,080	4,227	9,798	5,571	12,294
Membership Dues Expense	3,650	516	4,476	6,964	15,606	23,550	7,944	22,406
Miscellaneous Expense	15	(78)	8	226	171	1,064	893	974
Management Fee	39,883	39,883	39,883	39,883	159,534	159,534		151,938
Capital	8,451	3,216	11,062	5,339	28,068	35,000	6,932	34,616
Total Expense	674,470	342,441	562,042	487,701	2,066,654	2,948,555	881,901	2,706,897
NET SURPLUS/(DEFICIT)	130,445	(1,312)	(106,108)	1,116	24,141	(54,824)	78,965	124,336
Incentivized Admin Fee					195,901	87,135	(108,766)	322,319
Deficit Reduction Bonus								75,000
					220,042	32,311	187,731	521,655

* Due to closure because of the COVID19 Pandemic, membership revenue was reclassified to contributed revenue.

March	77,751
April	101,342
May	69,478
	<u>248,571</u>

NORTH KANSAS CITY YMCA

Statistical Data

As of 12/31/2020

Facility Usage

Average Daily Accesses	2020
Jan	772
Feb	732
March	348
April	6
May	41
June	250
July	354
August	344
September	339
October	356
November	352
December	366

Vivion Retention

Start	End	%
991	247	24.92%

Association Membership Statistics

Center	Membership Units	People	Male	Female
8th Street	-	0	0	0
Atchison	957	2,806	1,314	1,492
Blue Springs	29	58	29	29
Bonner Springs	698	2,022	956	1,066
Cleaver	866	2,455	1,192	1,263
KCMO Kirk YMCA	40	97	57	40
Linwood	296	956	471	485
North Kansas City	2,394	6,066	3,136	2,930
Olathe	769	2,185	1,045	1,140
Paul Henson	793	1,664	830	834
Platte County Community Center North	1,359	3,835	1,932	1,903
Platte County Community Center South	2,561	7,229	3,608	3,621
Providence	927	2,799	1,357	1,442
Quality Hill	111	219	121	98
Red Bridge	453	1,080	539	541
Total	12,253	33,471	16,587	16,884

**Minutes of the North Kansas City, Missouri City Regular Council Meeting of
February 16, 2021**

The City Council met in regular session on Tuesday, February 16, 2021, via an on-line platform at 7:00 p.m. As a precautionary measure during the Covid-19 Pandemic, this meeting was held virtually, with the Mayor, City Council members and City staff joining the meeting through an on-line platform.

The following were present:

Mayor: Don Stielow
Councilmembers: Bryant DeLong
Anthony Saper
Jesse Smith
Lisa Tull
Zachary Clevenger
Rick Stewart
Amie Clarke
Tom Farr

Staff Present: Eric Berlin, City Administrator
Kim Nakahodo, Assistant City Administrator
Kevin Freeman, Police Chief
Dave Hargis, Fire Chief
Sara Copeland, Community Development Director
Pat Hawver, Public Works Director
Casey Campbell, Human Resources Manager
Nick Hawkins, Finance Manager
Stephen Roberts, IT Manager
Tom Barzee, City Counselor
Crystal Doss, City Clerk

Mayor Stielow called the meeting to order at 7:00 p.m.

The roll was called. The following councilmembers were present: Tom Farr, Bryant DeLong, Anthony Saper, Lisa Tull, Zachary Clevenger, and Amie Clarke. Councilmember Smith arrived at 7:12 PM.

Roll Call

The meeting opened with the Pledge of Allegiance.

Opening

C. Farr moved to approve the agenda as presented, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, absent, C. Tull, yes –

Approval of Agenda

C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 7-0.

David Johnson, Maxus Properties, thanked the staff and the Council for their work resolving the parking issues at 18th and Swift. He stated the plan the City now has is not perfect but is moving in the right direction.

Comments from the Public

Richard Lanning, NT Realty, also thanked the staff and the Council for their work resolving the parking issues around 18th and Swift. Mr. Lanning stated he is now looking forward to a successful development in this area.

The Consent Agenda contained the following items:

Consent Agenda

Approval of the minutes of the Regular Council Meeting of February 2, 2021

Appointment of James Daniel Trotter to Equity and Inclusion Committee

Short-Term Conditional Use Permit for Pro Print

C. Farr moved to approve the Consent Agenda as amended, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0.

North Kansas City Hospital Covid-19 Report. City Administrator Eric Berlin stated that the North Kansas City Hospital has provided a report on the current Hospital situation and response to Covid-19.

North Kansas City Hospital Covid-19 Report

Consideration of a Resolution Stating the Official Intent of the City of North Kansas City, Missouri, to Issue Its Industrial Development Revenue Bonds in a Principal Amount Not to Exceed \$7,000,000 to Finance the Costs of a Project Under the Provisions of Sections 100.010 to 100.200 RSMo (Resolution No. 21-010). City Administrator Berlin stated that the City has received an application from SPS Companies, Inc. and its subsidiary Steel Ventures, LLC, which does business as Exltube in North Kansas City ("the applicant"), for an economic development incentive authorized by Chapter 100 of Missouri Statutes ("Chapter 100"). The company is starting a new business and is seeking a Chapter 100 incentive to construct a new standalone facility at 101 W. 10th Avenue to produce a higher grade of specialty pipe than what it currently produces in its existing Exltube plant. In order to

Resolution No. 20-010 -- Exltube Chapter 100 Bond Issuance Request – Resolution of Intent

facilitate the development, the company is seeking an incentive under Chapter 100. Specifically, the applicant seeks real estate tax abatement of 50% for 10 years, and sales tax exemption on the construction materials to be used. Before the Council is a resolution expressing the intent of the City to grant the incentive. In its memo, staff analyzes the request and recommends in favor of passage of the resolution of intent. Discussion ensued. The City's Financial Advisor, Matt Webster of Stifel, and Dirk Daveline and Bill Snyder of Exltube were present to answer questions. C. Farr moved to approve Resolution No. 20-010, seconded by C. Smith. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0.

Consideration of An Ordinance Adopting and Approving a Contract By and Between the City of North Kansas City, Missouri, and the Kansas City Area Transportation Authority for Public Transportation Services Within the City of North Kansas City, Missouri {Bill No. 7576 (Ordinance 9373)}. City Administrator Berlin asked Assistant City Administrator Kim Nakahodo to present this item to Council. Ms. Nakahodo stated that before Council is a 6-month renewal of the contract between the Kansas City Area Transit Authority (KCATA) and the City for bus service (fixed-route through the city and MetroFlex service [point-to-point]) within North Kansas City.) In its memo, staff outlines the terms of the proposed six-month renewal. Staff recommends approval of the service contract for the period January 1 – June 30, 2021. Discussion ensued. Don Bowlin from the KCATA was available to answer questions. Councilmembers expressed concern about the cost of the flex service on a per-trip basis and asked staff to explore and bring back alternatives for consideration before the next contract renewal. C. Farr moved that Bill No. 7576 be placed on first reading, seconded by C. DeLong. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7576 was read. C. Farr moved that Bill No. 7576 be placed on second and final reading and passed as Ordinance No. 9373, seconded by C. Clevenger. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7576 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9373, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9373 –
Renewal of Service
Contract with Kansas
City Area Transit
Authority – Fixed Route
and Flex Service

Consideration of an Ordinance Adopting and Approving (1) Parking Development Agreement and (2) Reciprocal Easements Agreement Between StorSafe IV, L.L.C. and the City of North Kansas City, Missouri, Regarding Certain Real Property Owned by StorSafe IV, L.L.C. and the City of North Kansas City, Missouri, Generally Located North of 16th Avenue, East of Clay Street, South of 18th Avenue and West of Swift in the City of North Kansas City, Missouri; and Authorizing the Mayor and City Clerk to Execute Said Documents on Behalf of the City {Bill No. 7578 (Ordinance No. 9375)}. City Administrator Berlin stated that the City and 18th & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the Storsafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within the Developer's parking structure.

Pursuant to this, before the Council is a Parking Development Agreement between the City and StorSafe relating to the development, ownership and mutual use of the new parking. The Parking Development Agreement implements the land swaps between StorSafe and the City and details the construction of the new City parking lot. The Reciprocal Easements Agreement creates mutual rights of use between the City parking parcel and the StorSafe parcel for operation of a surface parking lot of approximately 300 spaces. Each party will have rights of access to parking lots. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7578 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, no – C. Saper, no – C. Smith, yes – C. Tull, no – C. Clevenger, yes – C. Stewart, yes – C. Clarke, no. Motion was tied 4-4. Mayor Stielow broke the tie by voting yes. Motion carried, 5-4. Bill No. 7578 was read. C. Farr moved that Bill No. 7578 be placed on second and final reading and passed as Ordinance No. 9375, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, no – C. Saper, no – C. Smith, yes – C. Tull, no – C. Clevenger, yes – C. Stewart, yes – C. Clarke, no. Motion was tied 4-4. Mayor Stielow broke the tie by voting yes. Motion carried, 5-4. Bill

Ordinance No. 9375 –
Parking Development
Agreement and
Reciprocal Easements
Agreement with
StorSafe IV, LLC

No. 7578 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9375, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of an Ordinance Adopting and Approving Agreement of Purchase and Sale Between 18th & Swift, LLC (As Seller) and the City of North Kansas City, Missouri (As Purchaser), for Certain Real Property Generally Located at 200 East 16th Avenue in the City of North Kansas City, Missouri {Bill No. 7579 (Ordinance No. 9376)}. City Administrator Berlin stated that the City and 18th & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the StorSafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is an Agreement of Purchase and Sale between the Developer and the City. This property was formerly owned by George Guastello and the BNSF railroad. The City will purchase for \$1.00 and the purchase is conditioned on an agreement between the City and StorSafe relating to the development of the surface parking. The Agreement includes a three-story height restriction on the portion of the land to be retained by the City. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7579 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, no – C. Saper, no – C. Smith, yes – C. Tull, no – C. Clevenger, yes – C. Stewart, yes – C. Clarke, no. Motion was tied 4-4. Mayor Stielow broke the tie by voting yes. Motion carried, 5-4. Bill No. 7579 was read. C. Farr moved that Bill No. 7579 be placed on second and final reading and passed as Ordinance No. 9376, seconded by C. Smith. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, no – C. Saper, no – C. Smith, yes – C. Tull, no – C. Clevenger, yes – C. Stewart, yes – C. Clarke, no. Motion was tied 4-4. Mayor Stielow broke the tie by voting yes. Motion carried, 5-4. Bill No. 7578 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed.

Ordinance No. 9376 –
Purchase and Sale
Agreement – 18th and
Swift

Said Bill was then numbered 9376, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of An Ordinance Approving Second Amended and Restated Development Agreement By and Between the City of North Kansas City Missouri and 18th and Swift, LLC; and Authorizing the Execution Thereof on Behalf of the City by the Mayor {Bill No. 7580 (Ordinance No. 9377)}. City Administrator Berlin stated that the City and 18th & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the StorSafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is a Second Amended and Restated Development Agreement between the Developer and the City. This agreement implements the trade of the structured parking for the surface parking and eliminates the City requirement for \$600,000 Public Parking Shared Costs and the \$750,000 payment to the Developer for parking and infrastructure-related costs. The repayment of this sum was secured by a Community Improvement District ("CID"). The CID will now be terminated. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7580 be placed on first reading, seconded by C. Stewart. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger – yes, C. Stewart, yes – C. Clarke – yes. Motion carried 7-1. Bill No. 7580 was read. C. Farr moved that Bill No. 7580 be placed on second and final reading and passed as Ordinance No. 9377, seconded by C. Smith. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger – yes, C. Stewart, yes – C. Clarke – yes. Motion carried 7-1. Bill No. 7580 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9377, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9377 --
Second Amended and
Restated Development
Agreement – 18th and
Swift

Consideration of an Ordinance Approving an Omnibus Amendment of Documents Relating to the City's \$47,250,000 Aggregate Maximum Principal Amount Taxable Industrial Development Revenue Bonds (18th & Swift Project) Series 2020, and Authorizing the Execution of Such Amendment on Behalf of the City by the Mayor {Bill No. 7581 (Ordinance No. 9378)}. City Administrator Berlin stated that the City and 18th & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the StorSafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is an Omnibus Amendment of Documents Relating to the City's Series 2020 Chapter 100 Bonds. Because the City will no longer own the structured parking the Chapter 100 Bond documents need to be amended to reflect the transfer of such ownership to the Developer. This accomplishes the transfer of the City's structured parking to the Developer and also is a "cleanup" amendment necessitated by the financing related to the Developer's private lender and has no financial impact on the City. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7581 be placed on first reading, seconded by C. Clevenger. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger – yes, C. Stewart, yes – C. Clarke – yes. Motion carried 7-1. Bill No. 7581 was read. C. Farr moved that Bill No. 7581 be placed on second and final reading and passed as Ordinance No. 9378, seconded by C. Smith. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger – yes, C. Stewart, yes – C. Clarke – yes. Motion carried 7-1. Bill No. 7581 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9378, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9378 –
Omnibus Amendments
to Chapter 100 Bond
Documents

Consideration of an Ordinance Adopting and Approving Termination of Parking Structure Maintenance Agreement Between the City of North Kansas City, Missouri, and 18th & Swift, LLC, Regarding the 18th and Swift Development Project {Bill No. 7582 (Ordinance No. 9379)}. City Administrator Berlin stated that the City and 18th & Swift LLC (the "Developer") have been working to implement a revised parking agreement that will swap the City's 87 spaces of ground floor structured parking for approximately 143 spaces on the surface lot to the West of the StorSafe building between Swift and Clay streets and North of W. 16th Avenue (see the site plan attached to this memorandum). The site of the surface lot is currently owned by the Developer. The Developer acquired the parking lot from an adjacent property owner and from the BNSF railroad and the Developer has made an offer to transfer such property to the City in exchange for the City exchanging the 87 spaces within in the Developer's parking structure.

Pursuant to this, before the Council is a Termination of Parking Structure Maintenance Agreement. Because the City will no longer have any structured parking spaces, the City and the Developer will execute the termination agreement. After closing, the ownership, costs and maintenance of the parking structure will be solely a Developer responsibility. Staff recommends approval. Discussion ensued. C. Farr moved that Bill No. 7582 be placed on first reading, seconded by C. Smith. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger – yes, C. Stewart, yes – C. Clarke – yes. Motion carried 7-1. Bill No. 7582 was read. C. Farr moved that Bill No. 7582 be placed on second and final reading and passed as Ordinance No. 9379, seconded by C. Stewart. The roll was called and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, no – C. Smith, yes – C. Tull, yes – C. Clevenger – yes, C. Stewart, yes – C. Clarke – yes. Motion carried 7-1. Bill No. 7582 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9379, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Approving and Granting Modifications to the National Electrical Code for Certain Construction at 18th and Swift (Resolution No. 21-007). City Administrator Berlin asked Community Development Director Sara Copeland to present this time to Council. Ms. Copeland stated that the developer of the 18th & Swift apartments has requested that the City waive the requirement of installing

Ordinance No. 9379 –
Termination of Parking
Structure Maintenance
Agreement

Resolution No. 21-011
– Code Modification
Request

electrical receptacle outlets on the balconies of the referenced structure when constructed, as required by the City Code. Staff believes the request to be reasonable and recommends approval of a site-specific code modification by eliminating the requirement of Chapter 15.32 of the City Code. Article 210, Section 210.52 E (3) and not installing electrical receptacle outlets on the balconies of the 18th & Swift Apartments. Discussion ensued. The item died due to lack of a motion.

Consideration of a Resolution Amending the Convention and Tourism Fund for Fiscal Year 2021-2021 by Appropriating \$336,960 to the Convention and Tourism Fund for the Armour Road Complete Street Project (Resolution No. 21-007). City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that at the February 2, 2021 meeting, the City Council directed staff to move forward on the planned Phase 2 improvements to the Armour Road Complete Street project as well as several adjustments to the complete street. A budget amendment in the amount of \$336,960 is needed and has been prepared for consideration. Discussion ensued. C. Tull moved to approve Resolution No. 21-007, seconded by C. Clarke. The role was called, and the vote was as follows: C. Farr, no – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, no – C. Clarke, yes. Motion carried, 6-2.

Consideration of a Resolution Approving Task Order No. 6 with WSP USA Inc. for Certain Engineering Work Related to the City's Armour Road Complete Street Plan (Resolution No. 21-008). City Administrator Berlin asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that Task Order #6 with WSP Engineers pursuant to the City's professional services agreement directs the preparation of basic plans for work being done by City staff and bid plans for the Fayette Street right turn lane, traffic signal modification, and Howell Street intersection improvements that will all be put out to bid. Staff recommends approval of the task order. Discussion ensued. C. DeLong moved to approve Resolution No. 21-008, seconded by C. Clarke. The role was called, and the vote was as follows: C. Farr, no – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, no – C. Clarke, yes. Motion carried, 6-2.

Resolution No. 21-007
– Budget Amendment
– Armour Road
Complete Streets
Project

Resolution No. 21-008
– Task Order #6 with
WSP Engineers –
Armour Road Complete
Street Improvements

Appointment of Councilmembers to Streetcar Workgroup. City Administrator Berlin stated that at its meeting of January 5, 2021, the City Council adopted a resolution supporting the extension of the Kansas City streetcar system from Kansas City to North Kansas City and directing staff to engage with the Kansas City Streetcar Authority to determine feasibility and develop a proposal for implementation. In its memo, staff summarizes the discussion it has had with the Streetcar Authority and RideKC, and recommends that the City Council designate three councilmembers to join with the City Administrator and Community Development Director to compose this workgroup. Discussion ensued. C. Smith made a motion for C. Tull, C. Clevenger, and C. DeLong to serve on this committee, and C. DeLong will be allowed to continue to serve whatever the outcome the April 6, 2021, election, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes – C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0.

Appointment of Councilmembers to Streetcar Workgroup

Authorizing Payment for Certain Accounts Due and Payable by the City Through February 12, 2021 {Bill No. 7583 (Ordinance No. 9380)}. C. Farr moved that Bill No. 7583 be placed on first reading, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7583 was read. C. Farr moved that Bill No. 7583 be placed on second and final reading and passed as Ordinance No. 9380, seconded by C. Tull. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes – C. Clarke, yes. Motion carried, 8-0. Bill No. 7583 was read. Thereupon Mayor Stielow declared the motion carried and the Bill duly passed. Said Bill was then numbered 9380, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9380 – Approving Accounts Due and Payable by the City Through February 12, 2021

City Administrator Berlin stated the Upcoming City Items of Note, YMCA December 2020 Financial Report, and the &MCA Annual Financial Report for 2020 were included in the Council packets for review.

Staff Comments

C. Farr commended City services for keeping the streets cleaned during the recent snow.

Councilmembers' Comments

C. DeLong stated that the City's Emergency Operations Plan needs to be updated with a section on helping the residents and the homeless during periods of extreme cold. He thanked staff for helping to find

solutions for residents and people who might have fallen through the safety net during this recent extreme cold spell.

C. Saper stated that with the cold and Covid doom and gloom, there is a bright spot as the baseball players are headed to Spring training camp.

C. Smith stated that during this extreme cold to keep pipes dripping to avoid pipes freezing. He also commended the Public Works department on their great job at keeping the streets cleared during this last winter storm.

C. Tull thanked Cerner, NKC Hospital, and City staff for their efforts with Operation Safe. She thanked Police Chief Kevin Freeman for offering the Police Department as a warming center. She also thanked Tom Barzee for his work on 18th and Swift parking situation.

C. Clevenger congratulated the YMCA on their financial statements. He also thanked City crews for their work on clearing the streets. C. Clevenger thanked the City for allowing the Police Department to be a warming space.

C. Stewart thanked the City crews for their work at keeping the streets clear. He stated it is colder here today than it is in Alaska. He also stated that he was at Operation Safe and it was working very smoothly.

C. Clarke stated she was proud of the warming center in North Kansas City, and that staff had transported several people to shelters. She stated she heard only great things about Operation Safe. She reminded everyone that if you leave your faucets dripping, use cold water.

Mayor Stielow stated he had nothing at this time.

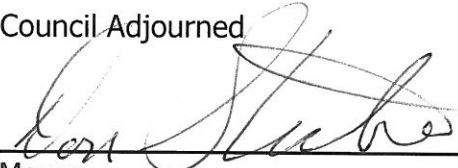
Mayor's Comments

Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the City Counselor, to be Held on This Date, on a Litigation Matter Pursuant to Missouri Revised Statutes §610.021(1). C. Farr moved to go into Executive Session at 8:58 PM, seconded by C. Stewart. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes, C. Clarke, yes. Motion carried, 8-0.

Executive Session

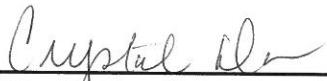
C. Smith moved to go back into Regular Session and adjourn at 9:12 PM, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Farr, yes – C. DeLong, yes – C. Saper, yes – C. Smith, yes, C. Tull, yes – C. Clevenger, yes – C. Stewart, yes, C. Clarke, yes. Motion carried, 8-0. | Adjournment

Council Adjourned



Mayor

Attest:



City Clerk

Approved this 2nd Day of March 2021